



City Council Staff Report

Date: November 3, 2010

CONSENT CALENDAR

Subject: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KOA CORPORATION FOR THE VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS, FEDERAL PROJECT CML 5282 (037), CITY PROJECT 09-11

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The Public Works and Engineering Department applied to CVAG for federal funding to design and construct a new northbound right turn lane on Farrell Drive at Vista Chino. CVAG approved the City's federal grant request, and awarded the City federal funding for this project. The City solicited proposals from consultants for environmental and civil engineering design services for this project. After a competitive consultant selection process, the City selected KOA Corporation and negotiated the proposed professional services agreement.

RECOMMENDATION:

- 1) Approve Agreement No. _____ with KOA Corporation in the amount of \$65,030.00 for environmental and civil engineering design services related to the Vista Chino at Farrell Drive Street Improvements, Federal Project CML 5282 (037), City Project 09-11; and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On March 30, 2009, the Coachella Valley Association of Governments ("CVAG") Executive Committee approved a Call for Projects for CVAG and its member jurisdictions using CVAG's allocation of Congestion Mitigation and Air Quality ("CMAQ") funds made available through the current highway funding bill, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

ITEM NO. 2.0.

In response, on May 11, 2009, the Public Works and Engineering Department responded to CVAG's Call for Projects for CMAQ funding, requesting consideration of funding to design and construct a new northbound dedicated right-turn lane on Farrell Drive at Vista Chino. Currently, the Vista Chino/Farrell Drive intersection is configured with two through lanes and one left turn lane for northbound traffic. A high volume of northbound traffic turns east (right) onto Vista Chino at the intersection, especially during peak hours. Through traffic waiting at the traffic signal in the right hand through lane frequently delay long queues of traffic. The construction of a dedicated right-turn lane will allow eastbound traffic to avoid a long queue of vehicles waiting to proceed through the intersection that are waiting for the traffic signal.

The Public Works Department's request to CVAG was for \$426,980 in CMAQ federal funds for an estimated \$482,300 project, consistent with the CMAQ federal program reimbursement rate of 88.53% of project costs.

CVAG received 17 requests for CMAQ funding from its member jurisdictions, requesting a total of \$10,714,773 in funding; (only \$2,180,000 in funding was available). The requests were evaluated by a Review Panel, and the Review Panel recommended approval of only 7 requests (one of which was the City's project). On December 7, 2009, the CVAG Executive Committee subsequently approved the list of projects to receive CMAQ funding, however, a slight reduction in the amount of funding originally requested was required to fund the 7 requests recommended. CVAG approved a total of \$409,317 in CMAQ funding for our project, (\$17,663 less than we requested).

This project requires the services of a professional civil engineering firm to prepare the plans and specifications to construct the new right-turn lane, and associated modification of the traffic signal. Staff prepared a Request for Proposals (RFP) for environmental and civil engineering design services to solicit consultants for this project. On July 22, 2010, the RFP was published and made available to firms through the City's Division of Procurement and Contracting, and by the September 2, 2010, deadline, proposals from the following firms were received:

Amir Engineering & Surveying; Palm Springs, CA
DMC Design Group, Inc.; Corona, CA
KOA Corporation; Ontario, CA
West Site Engineering, Inc.; Foothill Ranch, CA

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

Local Business Preference Compliance

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires consultants to use good faith efforts to solicit applications for employment and proposals for sub-consultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible. However, in accordance with the exceptions in the Code, given the federal funding associated with the CMAQ grant for this project local preferences are not allowed, and the provisions of the City's Local Business Preference Program were not included in the RFP.

However, the selected consultant has identified three sub-consultants performing work on this contract. One of the three sub-consultants, Desert Consulting Group, is located in Palm Springs, and is proposed to provide environmental services to the prime consultant on this contract. In addition to being a local business enterprise, Desert Consultant Group is a Caltrans certified Disadvantaged Business Enterprise ("DBE"). KOA Corporation reports that Desert Consulting Group will be providing services equal to 6.4% of the contract amount.

Nondiscrimination provisions apply to all programs and activities of federal-aid recipients, sub-recipients, and contractors, regardless of tier (49 Code of Federal Regulations (CFR), Part 21). Pursuant to the federal regulations, Disadvantaged Business Enterprise (DBE) requirements must be satisfied with this project. A DBE goal of 1.25% was established for this contract, and the selected consultant has included work with 3 DBE firms, representing 19% of the contract amount.

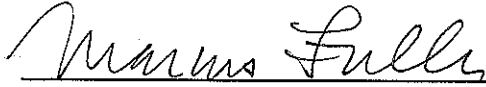
FISCAL IMPACT:

The City has obtained \$40,000 in federal funds for the engineering phase of this project. The proposed contract fee of \$65,030 will be funded by the \$40,000 in federal funds from account 261-4491-60076, with the balance of \$25,030 funded by special project traffic mitigation account 160-4510-60076 (Farrell/Vista Chino N/B Lane).

SUBMITTED:

Prepared by:

Recommended by:

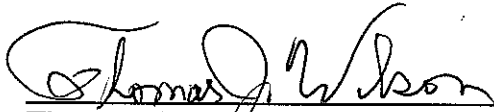


Marcus L. Fuller
Assistant Director of Public Works

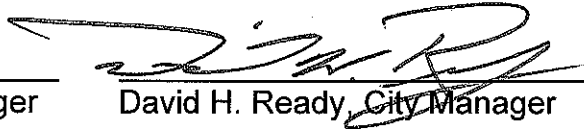


David J. Barakian
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

ATTACHMENTS:

1. Agreement

**CITY OF PALM SPRINGS
PROFESSIONAL SERVICES AGREEMENT
VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS
CITY PROJECT NO. 09-11
FEDERAL AID PROJECT NO. CML 5282 (037)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into, and effective on _____, 20__, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and KOA CORPORATION, ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need for environmental, civil engineering design, and construction administration services for the Vista Chino at Farrell Drive Street Improvements Project, City Project No. 09-11, Federal Aid Project No. CML 5252 (037), (hereinafter the "Project").

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

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

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

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced professionals performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement and the supplemental "Special Requirements" identified on Exhibit "B"; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Consultant's Proposal, which are both attached as Exhibits "C" and "D," respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals, and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposals (Exhibit "C"); (3rd) the terms of this Agreement and the supplemental "Special Requirements" identified on Exhibit "B"; and, (4th) the provisions of the Consultant's Proposal (Exhibit "D").

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

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

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

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages.

Consultant shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered under this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "E" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of **SIXTY-FIVE THOUSAND THIRTY Dollars, (\$65,030.00)** ("Maximum Contract Amount"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "E." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's maximum

payment obligation is reached before the Consultant's Services under this Agreement are completed, Consultant shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

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

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. However, the term shall not exceed three (3) years from the commencement date, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

3.5 Termination Prior to Expiration of Term. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. Consultant may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: **MUJIB AHMED, P.E.; VICE PRESIDENT/PROJECT MANAGER.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the

services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

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

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

A. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or

for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

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

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

5. INSURANCE

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

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

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

(2) If the policy of insurance is written on a "claims made" basis, the policy

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

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

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

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

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

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

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to

commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

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

- 5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the

requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required in this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.
- 5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

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

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

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

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

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

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

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

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's

employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

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

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

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

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate

the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

A. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement

of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status,

ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise:

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

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

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

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

To Consultant: KOA Corporation
3190 C Shelby Street
Ontario, CA 91764
Attention: Mujib Ahmed, PE
Telephone: 909-890-9693
Facsimile: 909-890-9694

10.3 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

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

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

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

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

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

10.9. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this

Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

"CITY"
City of Palm Springs

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

APPROVED BY CITY COUNCIL:

Date: _____ Agreement No. _____

"CONSULTANT"

Name: KOA CORPORATION

Check one: Individual Partnership Corporation

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

Address: 3190 C Shelby Street
Ontario, CA 91764

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____



On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

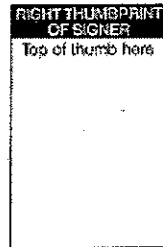
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

EXHIBIT "A"
SCOPE OF SERVICES

General Scope: Evaluate the construction of a dedicated northbound, right-turn lane on Farrell Drive at Vista Chino pursuant to CEQA and NEPA, and obtain CEQA/NEPA approvals. Prepare plans, specifications and estimate (PS&E) for construction of a dedicated northbound, right-turn lane on Farrell Drive at Vista Chino. Provide turn-key construction inspection and administration of the project (optional, to be added as an additional scope of work at the discretion of the City).

TASK 1 – Project Management and Administration

Consultant shall meet with the City to establish the design parameters for the Project. Consultant shall be responsible for maintaining contract with the City's Project Manager and to keep the City informed of the developments on the Project. Meetings shall be held at different design stages of the Project. The following specific subtasks shall be performed:

- 1) Management of Project Team
- 2) Coordination with all relevant agencies including Sun Line Transit Agency
- 3) Coordination and Agreement on Design Standards and Update Schedule
- 4) Quality Control of Submittals

Deliverables: Project Schedule, Meeting Minutes, etc.

TASK 2 – Traffic Analysis Report

Consultant shall collect AM/PM Peak hour counts at the Vista Chino/Farrell Drive intersection and complete the capacity analysis to determine the turn lane and queue length needs for the northbound right lane at the intersection. The design will be based on 2035 projections and the projection factor to be used for the intersection will be provided by the City. A technical memorandum shall be prepared documenting the results of the traffic study. No mitigations for the intersections are planned except for the right turn lane on Farrell Drive. Length of the right turn lane will be determined through queue analysis of the projected traffic. The following specific subtasks shall be completed:

- 1) Obtain traffic volume information
- 2) Complete the intersection traffic study

Deliverables: Traffic Study Technical Memorandum

TASK 3 – Data Review, Field Surveying and Base Mapping

Specific subtasks for field surveying and mapping shall be as follows:

- 1) Obtain and Review Existing Documents and Reports: Research of records including records of survey, corner records, parcel maps, tract maps, right-of-way maps, field

EXHIBIT "A"

SCOPE OF SERVICES

notes, etc. These records will show locations of existing centerline and right-of-way monuments necessary to show existing street centerline and right-of-way alignments.

- 2) **Contact and Obtain Utility Information:** Utility research shall be conducted and letters will be sent to the appropriate utility personnel in order to obtain confirmation regarding the conflicts that will affect the Project, and how and when the conflicts will be resolved in the field by the utility company. For intersection projects, it is important that clearance between the mast arm and power lines be verified. Consultant shall accurately determine and document the height of the existing overhead utility lines at the intersection.
- 3) **Conduct Field Surveys for Control and Mapping:** Field surveys shall be conducted for mapping and establishment of monuments and bench marks. This will entail sending field crews to the project area and surveying horizontal information to develop base maps of the project area. AutoCAD plans shall be prepared for the purpose of engineering design. The base map shall be based on surveying an area encompassing the existing right-of-way corridor along the street.
- 4) **Preparation of Base Map:** The survey base map shall be submitted in ASCII format on CD-RW and a hard copy plot provided using AutoCAD software. All drawings shall be prepared at 1"=40' scale.

Deliverables: Base Map in ASCII format on CD-RW and a hard copy plot.

TASK 4 – Preliminary Intersection Design

After the base map is completed, Consultant shall prepare preliminary plans that take into account the queue length specified in the traffic study, truck turning template, and location of the bus stop. Consultant shall obtain an agreement on the design with City and other agency stakeholders. It is the City's desire to relocate the bus stop on the east leg of Vista Chino. Once the design is agreed upon, Consultant shall set up a meeting with Caltrans to negotiate the scope of environmental work on the Project. The following specific subtasks shall be completed:

- 1) Prepare Preliminary Intersection Design
- 2) Prepare Preliminary Traffic Signal Modification Plans
- 3) Set up and coordinate with Caltrans to verify the scope items

TASK 5 – Environmental Documentation

The environmental analysis of the Project shall consist of a Preliminary Environmental Investigation and the completion of the Preliminary Environmental Study (PES) Form. The Project is anticipated to require a Categorical Exemption under CEQA and a Categorical Exclusion (With Studies) under NEPA. As part of the environmental

EXHIBIT "A"
SCOPE OF SERVICES

documentation for the Project, an air quality analysis shall be performed to demonstrate that transportation conformity requirements are met under 40 CFR Part 93. Information included in the approved PES form shall then be utilized to prepare the Notice of Exemption for the City under CEQA and a CE for Caltrans under NEPA. Other environmental studies as may be required by Caltrans, in addition to the air quality analysis, will be subject to an additional scope and fee. Specific subtasks will include:

- 1) Prepare the Preliminary Environmental Study (PES) Form: The PES form is a checklist used to document the existing environmental setting and to determine whether technical studies should be prepared. A brief explanation as to why a special study does or does not need to be prepared must be included. Consultant shall prepare the PES form for City and Caltrans review. Note: preparation of special studies does not preclude finding the project to be Categorical Excluded under NEPA. In addition, to comply with CEQA, findings must be made that no environmental impacts would result from implementation of the Project. Information from the PES form will be used to support the findings for a CE under CEQA. Consultant shall submit the draft PES form to City for review and comment. City will make any revisions prior to submitting the PES form to Caltrans.

Deliverables: Electronic copies of the draft PES form and 6 hard copies to Caltrans.

- 2) Prepare Air Quality Technical Report: Upon concurrence of the findings of the PES form by Caltrans, as part of the environmental documentation for the Project, an air quality analysis will be required to demonstrate that transportation conformity requirements are met under 40 CFR Part 93 for NEPA and to examine whether or not:

- The construction of the Project will exceed established emission thresholds of significance
- The Project will cause a CO hot spot
- The Project will violate any ambient air quality standard, contribute substantially to an existing or projected violation, or expose sensitive receptors to substantial pollution concentrations
- The Project will have a significant effect on the environment from a cumulative standpoint.

The CEQA Air Quality Handbook shall be utilized as a guideline for conducting the appropriate air quality analyses. The air quality analysis will determine potential impacts from the construction and operation of the proposed project following Appendix G of the State CEQA Guidelines. A discussion of the methodology used and applicable significant thresholds will be presented in the air quality report. The following impacts shall be assessed:

Construction Analysis
CO Hot-Spot Modeling Analysis

EXHIBIT "A"
SCOPE OF SERVICES

Greenhouse (GHG) Analysis
PM₁₀/PM_{2.5} Analysis

Deliverables: Electronic copies of the air quality technical report and 6 hard copies to Caltrans.

- 3) Prepare Categorical Exclusion and Categorical Exemption Documents: Consultant shall prepare the Findings for a Categorical Exemption and the Draft Notice of Exemption (NOE) to be filed with the Riverside County Clerk of the Board and the State Clearinghouse for City review. Upon approval, Consultant shall file the NOE with the County Clerk. Consultant shall also prepare the findings for a Categorical Exclusion (CE) for Caltrans review. The CE submitted to Caltrans will include a copy of the PES form and technical studies prepared for the Project.

Deliverables: Electronic copies of the Notice of Exemption (CEQA) and CE (NEPA), and 6 hard copies to Caltrans (CE only).

- 4) Environmental Coordination: Under this task, Consultant shall coordinate with the Project Team, City, and Caltrans to prepare the environmental evaluation of the proposed street improvements at the intersection of Farrell Drive and Vista Chino. This task includes a kickoff meeting with City staff to refine the Project Description and to discuss the project schedule and deliverables; a kickoff meeting with Caltrans staff to discuss the Area of Potential Effect (APE); and the scope of work to prepare the Air Quality technical report and the Cultural Resources assessment. Up to three additional meetings will be attended by the Consultant, either with City staff, Caltrans staff, or combined meetings. This task also includes ongoing coordination through e-mail and phone calls to keep the environmental tasks on track.

Deliverables: Update memos at milestone intervals

Task 6 – Encroachment Permit Requirements

This Project will require coordination and approval from Caltrans District 8 and for this purpose an Encroachment Permit will be required. Consultant shall follow the District requirements for obtaining the Encroachment Permit. The encroachment process is complex and the Consultant has completed this process for a number of projects. Once the modification process begins at any Caltrans jurisdictions requirements for other elements of works are also expected to be included with the encroachment permit. For example, on other projects Caltrans has required the following to be included with the encroachment permit:

- 1) Encroachment Permit Application
- 2) Permit Engineering Evaluation Report (PEER)
- 3) Fact Sheet (if non-standard design items included)
- 4) Traffic Warrant Study

EXHIBIT "A" SCOPE OF SERVICES

- 5) Utility Coordination Memo
- 6) Synchro Analysis-Time Space Diagram
- 7) Truck Turning Template
- 8) Isofootcandle Light Diagrams
- 9) Water Pollution Control Report
- 10) Design Plans folded in Caltrans format

Deliverables: Electronic copies for City review and 6 hard copies of each item to Caltrans

Task 7 – Preparation of Interim and Final Plans, Specifications, and Estimate

Consultant shall prepare and assemble a set of plans for this Project in a bid package format for City review. These Plans will be prepared in 65%, 95%, 100% and Final Stages. The plan will be assembled after individual tasks are completed as defined in the tasks above. These plans include, Vicinity Map, Roadway Sections, Plan and Profile and Miscellaneous details showing pavement thickness, etc. There shall be a separate detailed traffic signal estimate in addition to the overall project estimate. The detail traffic signal estimate shall include, but not be limited to, foundations, conduits, conductors, optical cables, pole arms, pedestrian and bicycle push buttons, pedestrian heads, 3-section vehicle heads, emergency vehicle pre-emption devices, 250W luminaires, illuminated signs, controller and type P cabinets, Type III service, and other appurtenances. The detailed interconnect estimate shall be itemized to generally include necessary rigid metal conduit, interconnect cable, pull boxes, terminal connection and appurtenant work. The following set of drawings and documents shall be prepared:

- 1) Roadway Design Plans
- 2) Traffic Signal Design Plans
- 3) Specifications and Special Provisions
- 4) Quantities and Estimate
- 5) 65% Submittal
- 6) 95% Submittal
- 7) Final Submittal

Deliverables: Intermediate review plans and final set of mylars along with special provisions and engineer's estimate.

Task 8 – Engineering Support during Bidding Phase

The City will be responsible for preparation of the bid package, advertising and awarding the contract, and availability of the contract documents. Consultant shall provide assistance to the City during the bid phase including answering questions from prospective bidders. Specific subtasks shall include:

EXHIBIT "A"
SCOPE OF SERVICES

- 1) Assistance during Advertise and Award Phase
- 2) Review Inquiries and Submittals

Miscellaneous

- 1) Consultant shall submit two (2) sets of bond copies of the preliminary design drawings on 24 x 36 bond paper for all submittals, except final submittal, for City review along with the previous redlined check prints.
- 2) Consultant shall submit two (2) sets of construction cost estimates and bid schedule with each submittal for City review, along with the previously checked set.
- 3) Consultant shall provide mylar "record drawings" to City for final submittal at no additional cost.
- 4) Consultant shall provide a digital copy of project plans in AutoCAD and PDF format.
- 5) Consultant shall, at no additional cost to City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.
- 6) Consultant shall directly submit to each utility company and agency a preliminary and a final set of plans that provide the location of the improvements with the conflict area clouded to show the utility companies the area of conflict. Consultant shall coordinate with the utilities for relocation of their facilities, if required. The City shall supply the Consultant with the required format for the utility notice in a Microsoft Word format.
- 7) The City shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the Project.

City provided services include:

- 1) Project Management and Administration
- 2) AS Built Plans for the Intersection
- 3) City's Standard Provisions for Specifications
- 4) Required format for the Utility Notices
- 5) Plan Review and Approval
 - a) Consolidated comments on one set of plans
- 6) Preparation of Bid Package, Ad and Award
- 7) Construction Inspection, Contract Administration and Public Relations (unless otherwise added to the scope of work by contract amendment at the discretion of the City).

END OF EXHIBIT "A"

EXHIBIT "B"
SPECIAL REQUIREMENTS

Add the following to Section 2.0, Compensation:

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

Add the following to Section 2.0, Compensation:

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

Add the following to Section 4.0, Coordination of Work:

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

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

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

Add the following to Section 10.0, Miscellaneous Provisions:

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

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

Add the following to Section 10.0, Miscellaneous Provisions:

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

Add the following to Section 10.0, Miscellaneous Provisions:

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

Add the Following to Section 10.0, Miscellaneous Provisions:

Section 10.12, Disadvantaged Business Enterprise (DBE) Requirements.

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

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

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

3. SUBMISSION OF UDBE AND DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

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

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

5. RESOURCES

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

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

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

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

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

7. STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

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

2. Disadvantaged Business Enterprise (DBE) Participation

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

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

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

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

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

4. Prompt Payment of Funds Withheld to Subcontractors

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

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

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

5. DBE Records

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

6. DBE Certification and Decertification Status

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"
CITY'S REQUEST FOR PROPOSALS

CITY'S REQUEST FOR PROPOSALS FOLLOWS THIS PAGE



**CITY OF PALM SPRINGS, CA
REQUEST FOR PROPOSALS (RFP) #01-11
VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS
CITY PROJECT NO. 09-11
FEDERAL AID PROJECT NO. CML 5282 (037)**

Requests for Proposals (RFP #01-11), for professional services related to the Vista Chino at Farrell Drive Street Improvements (City Project #09-11) for the City of Palm Springs, CA, (hereinafter the "RFP") will be received at the Office of Procurement & Contracting, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. LOCAL TIME, THURSDAY, SEPTEMBER 2, 2010**. It is the responsibility of the respondent to see that any submittal sent through the mail, or any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Procurement Office will be the governing time for acceptability of RFP submittals. Telegraphic, telephonic, faxed or emailed RFP submittals will not be accepted. Late RFP submittals will be returned unopened. Failure to register as a Respondent to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a submittal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

1. PURPOSE AND SCHEDULE: The City of Palm Springs is requesting proposals from qualified professional firms to provide the City with civil engineering design services related to the Vista Chino at Farrell Drive Street Improvements (City Project #09-11), Federal Aid Project No. CML 5282 (037) (hereinafter the "Project"). The selected firm will be expected to provide required professional services (including environmental services) to prepare plans, specifications and estimates ("PS&E"), and turn-key construction inspection and administration services for implementing the Project.

The Project is made possible by funding through the Congestion Mitigation and Air Quality ("CMAQ") federal aid program provided through the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU"). All federal aid funds, programmed on local agency projects are coordinated through the California Department of Transportation ("Caltrans"), and the selected firm will be expected to provide all necessary coordination with Caltrans required to successfully implement the Project through all phases of work.

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

relevant experience with Caltrans District 8, including knowledge of and experience with the Caltrans Local Assistance Procedures Manual and other related guidelines.

Additionally, the proposed improvements are located on Vista Chino (State Route 111), and will be subject to review and approval through issuance of an Encroachment Permit by Caltrans District 8 to the City of Palm Springs. Staff from the selected firm assigned to work on this Project must have relevant experience processing plans and obtaining approvals from the Caltrans District 8 Permit Engineer.

SCHEDULE:

Notice requesting Proposals posted and issuedJuly 22, 2010
Deadline for receipt of Questions..... Monday, August 23, 2010, 3:00 P.M.
Deadline for receipt of Proposals.....Thursday, September 2, 2010, 3:00 P.M.
Short List / Interviews/Technical & Cost Proposals to be determined
Contract awarded by City Council..... to be determined

2. BACKGROUND: On March 30, 2009, the Coachella Valley Association of Governments ("CVAG") Executive Committee approved a Call for Projects for CVAG and its member jurisdictions using CVAG's allocation of Congestion Mitigation and Air Quality ("CMAQ") funds made available through the current highway funding bill, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

In response, on May 11, 2009, the Public Works and Engineering Department responded to CVAG's Call for Projects for CMAQ funding, requesting consideration of funding to design and construct a new northbound dedicated right-turn lane on Farrell Drive at Vista Chino. Currently, the Vista Chino/Farrell Drive intersection is configured with two through lanes and one left turn lane for northbound traffic. A high volume of northbound traffic turns east (right) onto Vista Chino at the intersection, especially during peak hours. Through traffic waiting at the traffic signal in the right hand through lane frequently delay long queues of traffic. The construction of a dedicated right-turn lane will allow eastbound traffic to avoid a long queue of vehicles waiting to proceed through the intersection that are waiting for the traffic signal.

CVAG ultimately approved the City's request, granting \$409,000 in CMAQ funding for our project, (for a total project estimated cost of \$462,000). **The City's budget for the environmental and design phase is \$45,000.**

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

3. SCOPE OF WORK:

The scope of work will consist of the preparation of Environmental Documents and Technical Studies and all other related documents and/or reports to comply with applicable local, state and

federal regulations, policies, procedures, manuals and standards necessary to obtain CEQA/NEPA environmental approvals; preparation of Plans, Specifications and Estimates (PS&E) for the Project; and turn-key construction inspection and administration. The Project will be divided into the following three phases:

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

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

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

4. PROPOSAL REQUIREMENTS:

Disadvantaged Business Enterprise (DBE) Requirements:

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

Firms replying to this RFP shall review the Notice to Proposers – Disadvantaged Business Enterprise Information (Exhibit 10-I), included as **Attachment 2** to this RFP. Additionally, firms should review the Caltrans Local Assistance Procedures Manual ("LAPM"), Chapter 10 "Consultant Selection", to be aware of the Caltrans regulations and requirements if being selected for the Project. The City will be utilizing the "One Step RFP" process as identified in the Chapter 10 of the LAPM, which is available on the Caltrans website at: http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/p10consult.pdf.

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

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

DBE's and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). Firms submitting a proposal in reply to this RFP should ensure that DBE's and other small businesses have the opportunity to participate in the performance of the work that is

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

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

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

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

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

A "Local Agency Proposer UDBE Commitment (Consultant Contracts)" Exhibit 10-O1 form and a "Local Agency Proposer DBE Information (Consultant Contracts)" Exhibit 10-O2 form will be included in the Agreement documents to be executed by the successful firm. A copy of these forms is included as part of the City's standard Professional Services Agreement (see Attachment 5). The purpose of these forms is to collect data required under 49 CFR, Part 26. Even if no DBE participation will be reported, the successful firm must execute and return the forms.

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

General Requirements:

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

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

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

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

6. PROPOSAL EVALUATION CRITERIA: This solicitation has been developed in the "Request for Proposals" (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Price is NOT evaluated as part of the evaluation criteria. Cost proposals submitted in separate envelopes are not opened, nor considered during proposal evaluations. Upon selection of the most qualified firm, the associated cost proposal will be used as a basis for contract negotiations. A contract shall be negotiated on the basis of the submitted Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements.

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive submittals to this RFP. The Evaluation Committee may request formal presentations/interviews from the short listed firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

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

A. Project Understanding (25 POINTS):

The firm's proposal adequately demonstrates an understanding of the Project and familiarity with the project area; familiarity with federally funded projects, related requirements, and processing projects through Caltrans District 8.

Note: Firms should not simply restate the information contained in this RFP; this evaluation criteria requires that the proposal identify "critical issues" to the Project, identify an approach to resolving any critical issues, and otherwise provide additional information regarding the Project which supports the firm's ability to perform if selected.

B. Scope of Work (25 POINTS):

Proposed approach to the Project including the expected time commitment of key personnel, technical approach to the Project, and the emphasis placed on project phases.

Note: As this RFP has identified a General Scope of Work, evaluation criteria requires that the proposal identify a detailed scope of work to successfully implement the Project. The detailed scope of work must be identical to the format in which the Cost Proposal has been submitted – each sub-task must be identified in the firm's separately sealed Cost Proposal with a corresponding fee.

C. Staff Qualifications (25 POINTS):

Qualifications of the staff assigned to manage and provide services related to the Project; experience with federally funded projects, related requirements, and processing projects through Caltrans District 8.

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

D. Firm Qualifications (15 POINTS):

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

E. Project Schedule (10 POINTS):

Thoroughness and reasonableness of the project schedule with emphasis on processing requirements through Caltrans District 8; ability to maintain the project within the selected time frame.

7. PROPOSAL CONTENTS: Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The submittals must be in an 8 ½ X 11 format, may be no more than a total of thirty (30) pages (sheets of paper, double sided),** including an organization chart, staff resumes and appendices, and cover letter. **NOTE:** Dividers, Attachments included in this RFP to be submitted with the proposal, and Addenda acknowledgments do NOT count toward the 30 page limit. Interested firms shall **submit EIGHT (8) copies (one original plus seven copies)** of its submittal by the deadline.

All submittals shall be sealed within one package and be clearly marked, "RFP #01-11, REQUESTS FOR PROPOSALS FOR VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS". **Submittals not meeting the above criteria may be found to be non-responsive.**

Within the package shall be included two envelopes, a "Technical Proposal" and a separately sealed "Cost Proposal".

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

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

SECTION A: PROJECT UNDERSTANDING

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

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

A.3 Discuss processing federally funded projects coordinated by Caltrans District 8 and generally convey an understanding of why Caltrans District 8 is involved and the partnering role the City and Caltrans have with the Project.

SECTION B: SCOPE OF WORK

B.1 Provide a detailed technical scope of work identifying all tasks and sub-tasks required to successfully implement all phases of the project. The outline of tasks and sub-tasks must be thorough and complete, and will be used as the scope of work included in the selected firm's contract.

Special Note: The detailed technical scope of work outline must be identical to the outline of tasks and sub-tasks on the Cost Proposal (submitted in a separately sealed envelope). This is to ensure that the final agreed contract has a scope of work and payment schedule which correlate to one another.

SECTION C: STAFF QUALIFICATIONS

C.1 List the name and qualifications of the key staff/team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.

C.2 List specific and relevant experience for the key staff/team members assigned to the Project with federally funded projects coordinated by Caltrans District 8. Detailed project information, including dates project started and completed, federal aid project number, local agency contact information, Caltrans Local Assistance staff contact information, and other appropriate supporting information shall be provided.

C.3 List relevant experience with Caltrans District 8 encroachment permit processing and plan approvals, with emphasis on traffic signal improvements.

SECTION D: FIRM QUALIFICATIONS

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

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

D.3 Describe the firm's background and qualifications in the type of effort that this project will require, specifically identifying experience with federally funded projects coordinated by Caltrans District 8 for other public agencies.

D.4 Indicate the name of any sub-consultant firms that will be utilized to make up your team. Describe each sub-consultant's background and specific expertise that they bring to the Project.

SECTION E: PROJECT SCHEDULE

E.1 Provide a thorough project schedule identifying all tasks and sub-tasks identified in the detailed scope of work submitted with the Proposal, showing a schedule to deliver the Project in consideration of all reasonable and expected time frames necessary to coordinate the Project through Caltrans District 8. The schedule should include all phases of the project, including construction administration. For purposes of consistency between schedules, firms shall assume that a Notice to Proceed is issued to the firm on January 3, 2011.

DEADLINE FOR SUBMISSION OF PROPOSALS: All submittals must be received in the City of Palm Springs, Office of Procurement and Contracting by **3:00 P.M., LOCAL TIME, THURSDAY, SEPTEMBER 2, 2010.** Proof of receipt before the deadline is a City of Palm Springs, Office of Procurement and Contracting time/date stamp. It is the responsibility of the firms replying to this RFP to see that any submittal sent through the mail, or any other delivery method, shall have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Late submittals will be returned to the firm unopened. **Submittals shall be clearly marked and identified and must be submitted to:**

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

QUESTIONS: Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below WILL be cause for rejection of a submittal.**

Any questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed ONLY to:**

Cheryl Martin
Procurement Specialist I
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
via FAX (760) 323-8238
or via EMAIL: Cheryl.Martin@palmspringsca.gov

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Local Time, Monday, August 23, 2010.** Questions received after this date and time

may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

FORM OF AGREEMENT: The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Professional Services Agreement (**see Attachment 3**). Please note that Exhibits A, C, D E, and F are intentionally not complete in the attached document; (Exhibit B is completed and includes all appropriate federal regulations to be included in the Agreement). These exhibits will be negotiated with the selected firm, and will appear in the final Professional Services Agreement executed between the parties. Requested changes to the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

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

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

RESPONSIBILITY OF OFFEROR: All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the submittal package, etc.), the submittal shall be rejected.

PUBLIC RECORD: All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for City Council consideration, and/or following award of contract to a specific firm, if any, by the City Council.

COST RELATED TO SUBMITTAL PREPARATION: The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their submittal or participation in any presentation if requested, development of any technical proposal if requested, or any other aspects of the entire RFP process.

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

SUBMITTAL INFORMALITIES OR DEFECTS: The City of Palm Springs reserves the right to waive any informality or technical defect in an RFP submittal and to accept or reject, in whole or in part, any or all submittals and to seek new RFP's, as best serves the interests of the City.

INVESTIGATIONS: The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any submittal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

SIGNED SUBMITTAL AND EXCEPTIONS: Submission of a signed submittal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the submittal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

ATTACHMENT "A"

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

REQUESTS FOR PROPOSALS (RFP) # 01-11
FOR
VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS
CITY PROJECT NO. 09-11
FEDERAL AID PROJECT NO. CML 5282 (037)

SIGNATURE AUTHORIZATION

PROPOSER: _____

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

SIGNATURE

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

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

An individual;
 A partnership, Partners' names: _____

A company;
 A corporation

2. My tax identification number is: _____

ADDENDA ACKNOWLEDGMENT:

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

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

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

ATTACHMENT "B"

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR SUBMITTAL

**REQUESTS FOR PROPOSALS (RFP) # 01-11
FOR
VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS
CITY PROJECT NO. 09-11
FEDERAL AID PROJECT NO. CML 5282 (037)**

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Consultant Name: _____

(Date)

(Signature)

(Name & Title)

ATTACHMENT 1 GENERAL SCOPE OF WORK

General Scope: Evaluate the construction of a dedicated northbound, right-turn lane on Farrell Drive at Vista Chino pursuant to CEQA and NEPA, and obtain CEQA/NEPA approvals. Prepare plans, specifications and estimate (PS&E) for construction of a dedicated northbound, right-turn lane on Farrell Drive at Vista Chino. Provide turn-key construction inspection and administration of the project (optional at the discretion of the City).

PHASE 1: ENVIRONMENTAL APPROVAL & PROJECT DEVELOPMENT

- **Project Management** – Coordinate and attend meetings; perform all project management coordination necessary to maintain the Project Schedule.
- **Environmental Approval** – Perform all required environmental research and analysis necessary for the project, pursuant to CEQA and NEPA requirements, as well as the policies and procedures contained in Caltrans' Environmental Handbook and Local Assistance Procedures Manual. Prepare a Categorical Exclusion ("CE") in accordance with CEQA regulations; and a CE in accordance with NEPA regulations.

PHASE 2: ENGINEERING DESIGN – PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

- **Design** – Prepare plans, specifications, and estimates (PS&E) for implementing the Project, subject to review and approval by Caltrans District 8.
- **Traffic Signal Timing** – Obtain required traffic data and develop traffic signal timing plan for Vista Chino at Farrell Drive, subject to review and approval by Caltrans District 8.

PHASE 3: CONSTRUCTION ADMINISTRATION

- **Construction Administration** – Provide all necessary construction administration in accordance with Caltrans District 8 policies and procedures to ensure compliance with all state and federal regulations applicable to the Project.
- **Construction Inspection** – Perform as Resident Engineer on the project; coordinate all required inspections necessary for the project, in accordance with Caltrans Standard Specifications and Plans, Work Area Traffic Control Handbook (WATCH), State of California Construction Safety Orders (CalOSHA), and the Standard Specifications for Public Works Construction (Greenbook). Inspectors will be required to perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents and all applicable laws, codes and ordinances. Inspectors will prepare complete and accurate daily reports, calculations, project records, progress payment quantities, reports and correspondence related to the project activities.
- **Materials Testing** - Coordinate, conduct, interpret, and supervise all required material tests in accordance with applicable standards. Implement required QA/QC program for the Project.

END OF GENERAL SCOPE OF SERVICES

**ATTACHMENT 2
NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION
EXHIBIT 10-I**

ATTACHMENT 2 TO THE CITY'S REQUEST FOR PROPOSAL HAS BEEN DELETED, AS IT IS INCORPORATED INTO THE PROFESSIONAL SERVICES AGREEMENT AS SECTION 10.12, (SEE EXHIBIT "B", SPECIAL REQUIREMENTS).

**ATTACHMENT 3
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

ATTACHMENT 3 TO THE CITY'S REQUEST FOR PROPOSAL HAS BEEN DELETED, AS IT IS A DUPLICATE OF THIS PROFESSIONAL SERVICES AGREEMENT.

EXHIBIT "D"
CONSULTANT'S PROPOSAL

CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE



**RFP #01-11 Vista Chino at Farrell Drive Street Improvements
City Project No. 09-11**

September 2, 2010

**PROPOSAL FOR RFP #01-11
VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS
CITY PROJECT NO. 09-11
FEDERAL AID PROJECT NO. CML 5282 (037)**

Prepared for:

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

Prepared by:

KOA Corporation
3190 C Shelby Street
Ontario, CA 91764
Contact: Mr. Mujib Ahmed, P.E.
Vice President / Project Manager
Phone: (909) 890-9693 Fax: (909) 890-9694

ENVELOPE 1 "TECHNICAL PROPOSAL"

COVER LETTER

| | | |
|------------------|-----------------------------|----|
| SECTION A | Project Understanding | 3 |
| SECTION B | Scope of Work | 5 |
| SECTION C | Staff Qualifications..... | 10 |
| SECTION D | Firm Qualifications..... | 17 |
| SECTION E | Project Schedule..... | 20 |

ATTACHMENTS A & B

ADDENDA ACKNOWLEDGEMENT

ENVELOPE 2 "COST PROPOSAL"

COST Under Separate Cover
PROPOSAL



**RFP #01-11 Vista Chino at Farrell Drive Street Improvements
City Project No. 09-11**

September 2, 2010

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

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

Subject: Proposal for RFP #01-11 Vista Chino at Farrell Drive Street Improvements

Dear Mr. Gladders:

We appreciate the opportunity to submit a proposal to provide Professional Engineering Design Services for the above-referenced project. You will find that KOA is uniquely qualified for this project based on the following facts:

- KOA serves small agencies such as yours and has performed numerous similar projects in the past 20 years, since the company was established in Southern California. We have completed traffic signal projects for various Cities in Coachella Valley including Rancho Mirage, La Quinta, Indio and Desert Hot Springs, etc.
- KOA completed a recent similar intersection improvement project at the intersection of Vista Chino and Cerritos Avenue for Palm Springs Marketplace. An Encroachment Permit from Caltrans was obtained.
- Nancy Ferguson, Principal of Desert Consulting Group based in Palm Springs, has completed a number of NEPA/CEQA Clearances for transportation projects and has dealt extensively with District 8.
- Entech NW has been added to our team to meet the DBE/UDBE goals of the City
- Contractor bids have been within \pm 10% of engineers estimate with minimum change orders for previous PS&E packages that we have completed for numerous agencies

This is a relatively simple design project but is challenging from the permitting perspective because it requires a NEPA clearance and an Encroachment Permit from Caltrans District 8. However, we have formed a team of experts who can accomplish the desired goals and objectives for this project within budget and schedule.

Mujib Ahmed, P.E., with over 30 years of experience in highway design and PS&E preparation, will serve as the Project Manager. He brings "hands on" experience in both environmental and engineering for roadway projects. He will be the primary contact for the duration of the contract and can be reached at (909) 890-9693 or by e-mail at mahmed@koacorporation.com.

We believe that you will find our proposal to be comprehensive with demonstrated ideas and approaches that clearly outline our plan to get this project completed within the time frame desired by the City. We acknowledge receipt of one addendum to the RFP dated 8-12-2010. Our proposal is valid for a period of 90 days from the date of this submittal. We look forward to working on this interesting and challenging project.

Sincerely,
KOA Corporation

Mujib Ahmed, P.E.
Vice President/Project Manager



SECTION A: PROJECT UNDERSTANDING

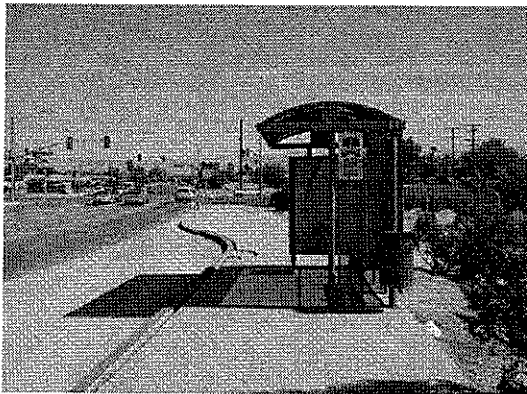
A.1

Vista Chino at Farrell Drive Intersection

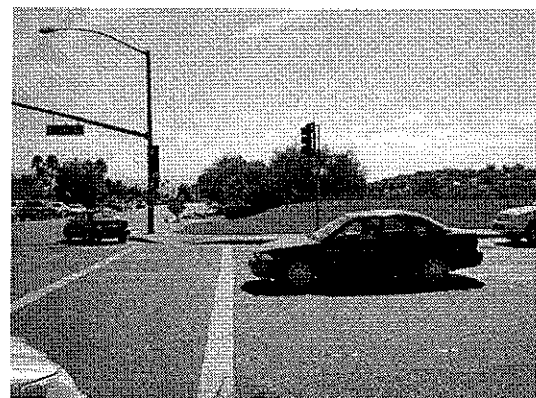
The City of Palm Springs is proposing to make improvements to northbound Farrell Drive at the intersection with Vista Chino (State Route 111) by constructing a new northbound dedicated right-turn lane on Farrell Drive. This dedicated right-turn lane will alleviate the long queue of northbound traffic waiting to proceed through the intersection. The project is made possible by funding through the Congestion Mitigation and Air Quality ("CMAQ") federal aid program provided through the Safe, Accountable, Flexible, Efficient Transportation Equity Act. Therefore, environmental clearance is required pursuant to both the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA"). The City will be the Lead Agency with regard to CEQA, and Caltrans District 8 has delegated its authority from FHWA for NEPA. The environmental



analysis of the proposed project would consist of a Preliminary Environmental Investigation and the completion of the Preliminary Environmental Study (PES) form. The project is anticipated to require a Categorical Exemption under CEQA and a Categorical Exclusion (With Studies) under NEPA. As part of the environmental documentation for the project, we believe that an air quality analysis will be required to demonstrate that transportation conformity requirements are met under 40 CFR Part 93. Information included in the approved PES form would then be utilized to prepare the Notice of Exemption for the City of Palm Springs under CEQA and a CE for Caltrans under NEPA.



The picture shows the location of a Bus Stop on Ferrell Drive and field investigation shows that this bus stop is located approximately 200 feet south of the southern curb along Vista Chino. The widening for the right turn lane will require coordination and agreement with Sun Transit. It will be necessary to stripe the proposed widening accordingly.



The picture shows the location of traffic signal poles and an ADA ramp at the SE corner of the intersection. The signal poles will have to be relocated and the ADA ramp will have to meet the latest standards. Both of these will have to be approved by District 8. Additionally, there are a number of utilities along the existing lane requiring coordination.

A.2

We have estimated the construction cost for the needed improvements and believe that adequate funds are available to engineer and construct this project.

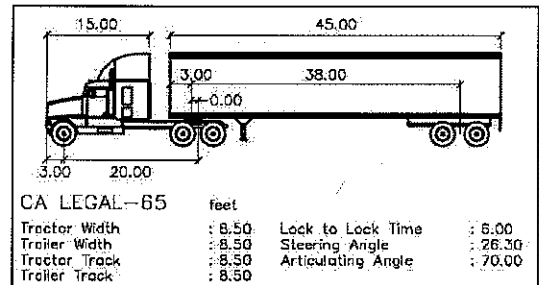


PROJECT APPROACH

Our approach to this project is a very well thought out, strategic effort which takes into account the project goals and objectives with time and budget constraints in mind.

The first effort on this project will include field surveying and base mapping. KOA will establish monuments and obtain all the existing field conditions including utility data, right of way, and easement limits through the intersection areas. We will only survey the southeast quadrant of the intersection where the right turn lane needs to be added.

Next, we will review the Caltrans and the City standards that will be adopted for this project. Preliminary plans will be prepared that take into account the needs of Sun Transit in reference to the Bus Stop; complete a traffic study to determine the needs of the queue length for the right turn lane; and consider the curb return radii that conforms to the Caltrans Legal-5 type truck. This is a fairly large truck and impacts both sides of the intersection. KOA has applied this type of truck turning template on another project in Palm Springs for which an encroachment permit was obtained from Caltrans. Once the preliminary design has been completed and accepted by the City, KOA will establish a contact with Caltrans and negotiate further requirements anticipated by them. We understand that the following will be completed per District 8 requirements:



- 1) Traffic Signal Plans including Special Provisions and Detailed Cost Estimate
- 2) Water Pollution Control Plan per NPDES requirements
- 3) Synchro Traffic Analysis and Time Space Diagram
- 4) ISO Footcandle Diagram for the intersections
- 5) Identification and confirmation of service connection from Edison

Getting the CEQA and NEPA Clearance is the most challenging task on this project. Tendency on the part of Caltrans would be to do as many discipline reports as possible. Our approach is that this project is only a limited improvement project with no residence or property impacts on this project. Since the City intends to do internal transfer of right of way with the Airport Authority, it is not considered a critical item. We have considered all of the essential scope requirements to obtain NEPA and CEQA clearance and will negotiate with Caltrans to keep the scope to a minimum as the City has only limited funds for this project.

In the event that cultural resources are detected, State-level recordation (DPR 523 forms as regulated by Caltrans) will be required and additional fees will be incurred. Additional fees may also result from subsequent mitigation activities, including but not limited to, remote sensing, Extended Phase I subsurface testing programs or data recovery programs. Please note that if built-environment resources are identified during the course of the investigation and such resources would require a built-environment survey or a subsequent Historical Resource Evaluation Report (HRER), additional fees will be incurred.

A.3

Nancy Ferguson, Principal of Desert Consulting Group based in Palm Springs, has completed a number of NEPA/CEQA Clearances for transportation projects and has dealt extensively with District 8. She clearly understands the requirements of this project as she has recently completed a similar project for the City of Indio where cultural resource work was not done. The same method can be applied for this project while negotiating the scope with Caltrans District 8.

The City will be the Lead Agency with regard to CEQA, and Caltrans District 8 has delegated its authority from FHWA for NEPA.



SECTION B: SCOPE OF WORK

B.1

Scope of Work for Vista Chino and Farrell Drive Intersection

The scope of work written below includes the key points noted in the City's RFP. The project will consist of three phases: CEQA/NEPA Clearance, Design, and Construction. The design phase will include development of the plans, specifications and estimate, and preparing a bid document for advertising and awarding the construction contract. The construction phase will include support during bidding and construction.

Task 1 Project Management and Administration

The KOA team will meet with the City to establish the design parameters for this project. Under the project management task, KOA will be responsible for maintaining contact with the City's Project Manager and keep him/her informed of the developments on the project. It is anticipated that in-person meetings will be held at different design stages of the project. The following specific subtasks will be performed:

- 1) Management of Project Team
- 2) Coordination with all relevant agencies including Sun Transit and Airport Authority
- 3) Coordination and Agreement on Design Standards and Update Schedule
- 4) Quality Control of Submittals

Deliverables: Project Schedule and Meeting Minutes, etc.

Task 2 Traffic Analysis Report

The KOA team will collect AM/PM Peak hour counts at the intersection and complete the capacity analysis to determine the turn lane and queue length needs for the northbound right turn lane at the intersection. The design will be based strictly on existing traffic volumes, and traffic projects will not be done for this project. A technical memorandum will be prepared documenting the results of the traffic study. The following specific subtasks will be completed:

- 1) Obtain traffic volume information
- 2) Complete the intersection traffic study

Deliverables: A short memorandum detailing results of traffic study.

Task 3 Data Review, Field Surveying and Base Mapping

Specific subtasks for field surveying and mapping will be as follows:

- 1) Obtain and Review Existing Documents and Reports

Research of records including records of survey, corner records, parcel maps, tract maps, right-of-way maps, field notes, etc. These records will show locations of existing centerline and right-of-way monuments necessary to show existing street centerline and right-of-way alignments.

- 2) Contact and Obtain Utility Information

Utility research will be conducted and letters will be sent to the appropriate utility personnel in order to obtain confirmation regarding the conflicts that will affect the project, and how and when the conflicts will be resolved in the field by the utility company. For intersection projects, it is important that clearance between the mast arm and power lines be verified. KOA shall accurately determine and document the height of the existing overhead utility lines at the intersections.



3) *Conduct Field Surveys for Control and Mapping*

Field surveys will be conducted for mapping and establishment of monuments and bench marks. This will entail sending field crews to the project area and surveying horizontal information to develop base maps of the project area. AutoCAD plans will be prepared for the purpose of engineering design. Our estimate for the base map is based on surveying an area encompassing the existing right of way corridor along the street.

4) *Preparation of Base Map*

The survey base map will be submitted in ASCII format on CD-RW and a hard copy plot provided using AutoCAD software. All drawings will be prepared at 1"= 40' scale.

Deliverables: Base Map in ASCII format on CD-RW and a hard copy plot

Task 4

Geotechnical Investigation

A geotechnical report will not be prepared for this project. KOA will work with the City staff to ascertain the pavement section dimensions that will be applied for the additional lane to be constructed for this project. Specific subtask will include:

1) *Development of Pavement Section Detail*

Deliverables: A memorandum detailing the cross section to be used for the project.

Task 5

Preliminary Intersection Design

After the base map is completed, KOA will prepare preliminary plans that take into account the queue length specified in the traffic study, truck turning template, and location of the bus stop. We will obtain an agreement on the design with the City staff and other agency stakeholders including the Airport Authority and Sun Transit. Once the design is agreed upon, KOA will set up a meeting with Caltrans to negotiate the scope of environmental work on the project. The following specific subtasks will be completed:

- 1) *Prepare Preliminary Intersection Design*
- 2) *Prepare Preliminary Traffic Signal Modification Plans*
- 3) *Set up and coordinate with Caltrans to verify the scope items*

Deliverables: Preliminary Design Plans for the Intersection

Task 6

Environmental Documentation

The environmental analysis of the proposed project will consist of a Preliminary Environmental Investigation and the completion of the Preliminary Environmental Study (PES) form. The project is anticipated to require a Categorical Exemption under CEQA and a Categorical Exclusion (With Studies) under NEPA. As part of the environmental documentation for the project, an air quality analysis will be performed to demonstrate that transportation conformity requirements are met under 40 CFR Part 93. Information included in the approved PES form will then be utilized to prepare the Notice of Exemption for the City of Palm Springs under CEQA and a CE for Caltrans under NEPA. It is assumed that no other discipline report will be needed and none have been included in the scope of this project. Specific subtasks will include:

- 1) *Prepare the Preliminary Environmental Study (PES) form*



**RFP #01-11 Vista Chino at Farrell Drive Street Improvements
City Project No. 09-11**

The PES form is a checklist used to document the existing environmental setting and to determine whether technical studies should be prepared. A brief explanation as to why a special study does or does not need to be prepared must be included. Desert Consulting Group (DCG) will prepare the PES form for City and Caltrans review. Note: Preparation of special studies does not preclude finding the project to be Categorically Excluded under NEPA. In addition, to comply with CEQA, findings must be made that no environmental impacts would result from implementation of the project. Information from the PES form will be used to support the findings for a CE under CEQA. DCG will submit the Draft PES form to City staff for their review and comment. They will make any revisions prior to submitting the form to Caltrans.

Deliverables: Electronic copies of the Draft PES form and 6 hard copies to Caltrans

2) Prepare Air Quality Technical Report

Upon concurrence of the findings of the PES form by Caltrans, as part of the environmental documentation for the project, an air quality analysis will be required to demonstrate that transportation conformity requirements are met under 40 CFR Part 93 for NEPA and to examine whether or not:

- The construction of the project will exceed established emission thresholds of significance
- The project will cause a CO hot spot
- The project will violate any ambient air quality standard, contribute substantially to an existing or projected violation, or expose sensitive receptors to substantial pollution concentrations
- The project will have a significant effect on the environment from a cumulative standpoint.

The CEQA Air Quality Handbook will be utilized as a guideline for conducting the appropriate air quality analyses. The air quality analysis will determine potential impacts from the construction and operation of the proposed project following Appendix G of the State CEQA Guidelines. A discussion of the methodology used and applicable significant thresholds will be presented in the air quality report. The following impacts will be assessed.

Construction Analysis
CO Hot-Spot Modeling Analysis
Greenhouse (GHG) Analysis
PM₁₀/PM_{2.5} Analysis

Deliverables: Electronic copies of the air quality technical report and 6 hard copies to Caltrans

3) Prepare Categorical Exclusion and Categorical Exemption Documents

DCG will prepare the Findings for a Categorical Exemption and the Draft Notice of Exemption (NOE) to be filed with the Riverside County Clerk of the Board and the State Clearinghouse for City Staff review. Upon approval, DCG will file the NOE with the County Clerk. They will also prepare the findings for a Categorical Exclusion (CE) for Caltrans review. The CE submitted to Caltrans will include a copy of the PES form and technical studies prepared for the project.

Deliverables: Electronic copies of the Notice of Exemption (CEQA) and CE (NEPA), and six (6) hard copies to Caltrans (CE only)



4) *Environmental Coordination*

Under this task, DCG's Project Manager will coordinate with the project team, City Staff and Caltrans to prepare the environmental evaluation of the proposed street improvements at the intersection of Farrell Drive and Vista Chino. This task includes a kickoff meeting with City staff to refine the Project Description and to discuss the project schedule and deliverables; a kickoff meeting with Caltrans staff to discuss the Area of Potential Effect (APE); and the scope of work to prepare the Air Quality technical report and the Cultural Resources assessment. Up to three additional meetings will be attended by the Project Manager, either with City Staff, Caltrans Staff, or combined meetings. This task also includes ongoing coordination through e-mail and phone calls to keep the environmental tasks on track.

Deliverables: Update memos at milestone intervals

Task 7

Encroachment Permit Requirements

This project will require coordination and approval from Caltrans District 8 and for this purpose an Encroachment Permit will be required. KOA will follow the District requirements for obtaining the Encroachment Permit. The encroachment process is complex and we have completed this process for a number of projects. Please be mindful that once the modification process begins at any Caltrans jurisdictions requirements for other elements of works are also expected to be included with the encroachment permit. For example on other projects Caltrans has required us to include the following with the encroachment permit.

- 1) *Encroachment Permit Application*
- 2) *Permit Engineering Evaluation Report (PEER)*
- 3) *Fact Sheet (if non-standard design items included)*
- 4) *Traffic Warrant Study*
- 5) *Utility Coordination Memo*
- 6) *Synchro Analysis-Time Space Diagram*
- 7) *Truck Turning Template*
- 8) *Isofootcandle Light Diagrams*
- 9) *Water Pollution Control Report*
- 10) *Design Plans folded in Caltrans format*

Deliverables: Electronic copies for City review and six (6) hard copies of each item to Caltrans (CE only)

Task 8

Preparation of Interim and Final Plans, Specifications, and Estimate

KOA will prepare and assemble a set of plans for this project in a bid package format for City review. These Plans will be prepared in 65%, 95%, 100% and Final Stages. The plan will be assembled after individual tasks are completed as defined in the tasks above. These plans include, Vicinity Map, Roadway Sections, Plan and Profile and Miscellaneous details. showing pavement thickness, etc. There shall be a separate detailed traffic signal estimate in addition to the overall project estimate. The detailed traffic signal estimate shall include, but not be limited to, foundations, conduits, conductors, optical cables, pole arms, pedestrian and bicycle push buttons, pedestrian heads, 3-section vehicle heads, emergency vehicle pre-emption devices, 250W luminaries, illuminated signs, controller and type P cabinets, Type III service, and other appurtenances. The detailed interconnect estimate shall be itemized to generally include necessary rigid metal conduit, interconnect cable, pull boxes, terminal connection and appurtenant work. The following set of drawings and documents will be prepared:



**RFP #01-11 Vista Chino at Farrell Drive Street Improvements
City Project No. 09-11**

- 1) Roadway Design Plans
- 2) Traffic Signal Design Plans
 - 3) Specifications and Special Provisions
 - 4) Quantities and Estimate
 - 5) 65% Submittal
 - 6) 95% Submittal
 - 7) Final Submittal

Deliverables: Intermediate review plans and final set of mylars along with special provisions and engineers estimate.

Task 9 Engineering Support during Bidding, Award & Construction Phase

The City will be responsible for preparation of the bid package, advertising and awarding the contract, and availability of the contract documents. The KOA team will provide assistance to the City during the bid phase including answering questions from prospective bidders. Specific subtasks will include:

- 1) Assistance during Ad and Award phase
- 2) Review Inquiries and Submittals

Miscellaneous

Final submittal by the KOA team shall include:

1. KOA shall submit two (2) sets of bond copies of the preliminary design drawings on 24 x 36 bond paper for all submittals, except final submittal, for City review along with the previous redlined check prints.
2. KOA shall submit two (2) sets of construction cost estimates and bid schedule with each submittal for checking by the City, along with the previously checked set.
3. KOA shall provide Mylar "Record Drawings" to City for final submittal at no additional cost.
4. KOA shall provide a digital copy of project plans in AutoCad 2007 and PDF format.
5. KOA shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.
6. KOA shall directly submit to each utility company and agency a preliminary and a final set of plans that provide the location of the improvements with the conflict area clouded to show the utility companies the areas that conflict. KOA shall coordinate with the utilities for relocation of their facilities, if required. The City shall supply the Consultant with the required format for the utility notice in a Microsoft Word format.
7. The City shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.

City-provided services include:

- 1) Project Management and Administration
- 2) As Built Plans for the Intersection
- 3) City's Standard Provisions for Specifications
- 4) Required format for the Utility Notices
- 5) Plan Review and Approval
 - a. Consolidated Comments on one set of Plans
- 6) Preparation of Bid Package, Ad and Award
- 7) Construction Inspection, Contract Administration and Public Relations
- 8) R/W Negotiations with the Airport Authority

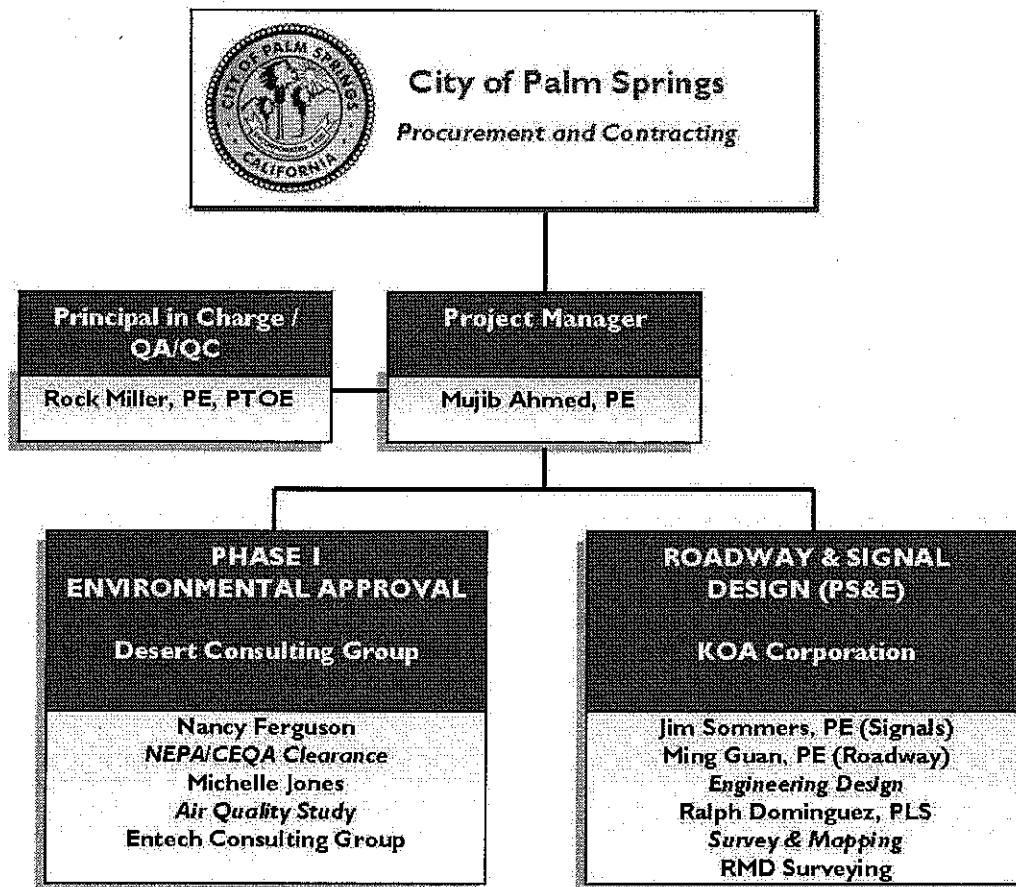


SECTION C: STAFF QUALIFICATIONS

**C.1
PROJECT TEAM**

Our organizational approach will be based upon our knowledge of the City's objective, project requirements, and our subsequent translation of those into a project plan. It will provide structure for directing, controlling, and reporting project activities. KOA's management plan for the engineering services will provide a mechanism to ensure high-quality end products, in a timely and cost effective manner. The management plan elements include technical, schedule and cost control, progress reporting, coordination, and organization. Internal cost control procedures include budget control, which is facilitated by computerized management information reports that provide tabulations of actual cost and manpower expenditures incurred against those budgeted. The project manager will be responsible for exercising cost control, manpower scheduling and resource allocation, and estimates of cost-to-complete, performed on a period-by-period basis.

Mr. Ahmed is our proposed project manager with over 28 years of experience in roadway, highway, interchange, and traffic signal design, and will be responsible for the day-to-day work and contact with the City for this project. He will lead the project coordination meetings and record minutes of all meetings. Team members for the project are shown in the organization chart below. If one or more of the project staff should become unavailable, KOA may substitute other staff of at least equal competence only after prior written approval by the City.





RFP #01-11 Vista Chino at Farrell Drive Street Improvements
City Project No. 09-11

SUMMARY QUALIFICATIONS AND RESPONSIBILITIES OF KEY STAFF

Mujib Ahmed, P.E. – Project Manager

With over 30 years of experience, Mr. Ahmed will serve as Project Manager. He has been involved in a variety of multidisciplinary transportation engineering projects including design and improvement of rural and urban roadways, arterials, intersections, freeways, interchanges, and traffic signals. His projects have included feasibility studies, environmental documents, design reports, and final plans including PS&E and some construction management. He has led projects that required completion of NEPA and state environmental documents and has managed projects requiring multi-agency and public involvement as well as obtaining a variety of permits for project approval. One of the unique qualifications Mr. Ahmed brings to the team includes a thorough understanding of traffic signal and roadway design. Some of his most recent similar intersection, roadway and signal projects include:

Education
MS, Transportation Engineering,
Oregon State University (1978)
BS, Civil Engineering, NED
Engineering College, Karachi,
Pakistan (1974)
Registrations
Professional Engineer (Civil)
California, # 68467

- **Traffic Signal Design for Vista Chino and Cerritos Avenue for Palm Springs Marketplace:** This project required traffic study and design of the intersection per Caltrans standards. Some unique approaches had to be taken because the truck turning template did not conform to Caltrans standards. Unique approaches were taken to obtain Caltrans approval. Similarly, traffic signal design was also closely monitored by Caltrans and eventually a permit was granted for the project. However, due to economic down turn, the project was shelved but has been recently resurrected and KOA is helping the client in getting the encroachment permit reauthorized.
- **Intersection and Traffic Signal Modifications for City of Rancho Cucamonga and Colton.** Mujib has managed numerous intersection and road improvement projects for these two cities. Due to the excellent work we have performed for these two agencies, KOA has been able to complete a number of projects on yearly basis for the City. The projects included adding turn lanes, relocating bus stops, designing curb/gutter and sidewalk for CDBG funded projects, traffic signal modifications, traffic signal warrant studies, and designing new traffic signals. Traffic Control Plans have also been prepared for some projects.
- **Ontario Avenue Widening at I-15 Interchange, Corona, CA.** This project also required an encroachment permit from Caltrans District 8 because additional lanes were needed on Ontario Avenue to improve the traffic flow through the corridor. However, after preliminary engineering and initial coordination with Caltrans the City has shelved the project.
- **Thermal Road Improvement Project for Riverside County EDA.** This project has all the elements of work that includes road widening, intersection improvements, and traffic signal design and modifications. It also required coordination and approval from Riverside County Transportation Department. It is currently in the final stages of completion and PS&E is anticipated to be completed by December 2010.
- **SR 111/Point Happy Road Improvement and Traffic Signal Modifications, City of La Quinta, CA.** This project required minor widening of existing SR-111 near the intersection of Point Happy. This project was challenging in that it also required stabilization of the hillside next to the highway to prevent the loose rocks from rolling down. A rock mesh and rock prevention fence were proposed for this project. Unique design approaches were necessary because the underground utilities were at a very shallow depth along this highway. We did subsurface utility investigations and provided design mitigations as necessary. Design for this project was completed in mid 2008 and construction has just recently been completed.

Mujib has all the skills needed for successfully completing the Vista Chino and Farrell Drive intersection project.



**RFP #01-11 Vista Chino at Farrell Drive Street Improvements
City Project No. 09-11**

Rock Miller, PE, TE – Principal-in-Charge, QA/QC Manager

Mr. Rock Miller is a Vice President/Principal Engineer for KOA Corporation. Mr. Miller has more than 27 years of transportation and traffic engineering and planning experience with broad based, hands-on involvement in the design of traffic signal systems for Caltrans and local agencies. As the former City Traffic Engineer for the City of Costa Mesa and a Traffic Engineer with the County of Orange, he is thoroughly familiar with the latest capabilities and requirements available and expected from cities and municipal governments. With his knowledge, Mr. Miller will be responsible for the quality of output and deliverables to the City. KOA has developed a comprehensive QA/QC procedure which will be strictly followed by the team members. Mr. Miller's recent projects for which he was Principal-in-Charge include:

Education
MS, Civil Engineering, UC Davis (1976)
BS, Civil Engineering, UC Davis (1973)
Registration
Prof. Engineer (Traffic) CA #1139
Prof. Engineer (Civil) CA #29493
Prof. Traffic Operations Engineer #205

- Traffic Engineering Design Services for 4 Intersections, Redlands, CA
- Preparation of PS&E for 5 Intersections, Rancho Cucamonga, CA
- Traffic Signal Design for Vineyard Avenue at Ninth Street, Rancho Cucamonga, CA
- Traffic Signal and Roundabout Designs, La Quinta, CA
- Three Streets Interconnect & Timing Design, Moreno Valley, CA
- Hovley Lane East/Casbah Way/Indian Ridge Drive Traffic Signal Design, Palm Desert, CA

Jim Sommers, PE – Signal Design

Mr. Sommers is a Senior Designer for KOA and has been in traffic operations design for 34 years. He is one of the most well-known traffic signal designers in Southern California. He has designed over 2,000 individual traffic signal installations including numerous sites in Coachella Valley. He has also been in responsible charge of various traffic safety studies, traffic impact studies, traffic plan checking, and presentations.

Education
B.A. Geography, California State University, Fullerton, CA (1976)
Certificate in Transportation Systems Management, UC Irvine (1978)

- Da Vall Drive/Avenue 35 Traffic Signal Design, Rancho Mirage, CA
- Highway 111/Evening Star Traffic Engineering Design, Rancho Mirage, CA
- Traffic Signal Design for Vineyard Avenue at Ninth Street, Rancho Cucamonga, CA
- Traffic Signal and Roundabout Designs, La Quinta, CA
- City of Riverside Area Wide Arterial and Downtown Grid Systems Study and Design, Riverside, CA
- Hovley Lane East/Casbah Way/Indian Ridge Drive Traffic Signal Design, Palm Desert, CA

Ming Guan, PE – Roadway Design

With over 4 years of experience, Ms. Guan has been the lead engineer working with Mr. Ahmed as the roadway designer for numerous projects. She is thoroughly familiar with AutoCAD and MicroStation software applications for public works projects. She has completed a number of roadway and traffic signal design projects for multiple agencies. Some of her recent projects include:

Education
M.S. Civil Engineering, Cal Poly, Pomona (2010)
B.S., Transportation Cal Poly Pomona (2006)
Registrations
Professional Engineer (Civil)
California # 75793

- Airport Road Improvement in Thermal Coachella Valley for Riverside County EDA
- SR111 and Point Happy Roadway Improvement for City of La Quinta, CA
- Ontario Avenue Widening at I-15 Interchange, Corona, CA
- Intersection Improvement and Traffic Signal Modifications for 5 intersections, Rancho Cucamonga, CA
- Perris Boulevard Right Turn Lane Addition at SR 60 Interchange in Moreno Valley, CA



**RFP #01-11 Vista Chino at Farrell Drive Street Improvements
City Project No. 09-11**

Nancy Ferguson – Environmental Lead

Ms. Ferguson has 23 years of experience in land use planning and environmental impact analysis in California. She is based in Palm Springs but has prepared planning and environmental documents for projects throughout the state. Projects where she has managed the preparation of environmental documents include mixed-use specific plans, general plan updates and amendments, residential subdivisions, commercial/retail centers, surface mine reclamation plans, and a variety of public works projects including landfill closures/expansions, new or redeveloped parks and recreation facilities, and infrastructure replacement/expansion projects (road widening, extension of water/wastewater or storm drain facilities, and bridges). Many of the public projects include both CEQA and NEPA documentation. Ms. Ferguson has also been a contract planner, providing planning services to cities such as Indio, Upland, Colton, and Rancho Cucamonga. Some of her Public Sector projects include:

Education
B.A. Geography, California State University, San Bernardino, CA (1981)
Member Association of Environmental Professionals
American Planning Association

- IS/MND and EA/FONSI for the Madison Street Corridor Improvement Project through City of Indio and Coachella Valley Water District acting for the federal Bureau of Reclamation, City of Indio, CA
- EA/CE (NEPA) for curb/gutter and sidewalk improvements to a section of the El Dorado Colonia under the federal CDBG program, City of El Centro, CA
- IS/MND for Improvements to the Dogwood/I-8 Interchange requiring an Encroachment Permit from Caltrans District 11, City of El Centro, CA
- Combined IS/EA for the Fort Irwin Widening Project between the I-15 Freeway and Fort Irwin, County of San Bernardino Environmental Management Department and Caltrans Local Assistance Program (District 8).
- Combined IS/EA for the Mill Creek Bridge Replacement project at Greenspot Road, County of San Bernardino Environmental Management Department and Caltrans Local Assistance Program (District 8).

Michelle Jones – Air Quality

Michelle Jones is a project manager and agency peer resource. She has over 17 years of experience in managing and performing the air quality and noise analyses required for acquiring permits and conducting assessments for public agencies involving lead agency oversight such as the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) for transportation projects. She has managed the technical direction of air quality and noise analysis in support of CEQA and NEPA documents. Some of her projects include:

Education
B.S. Civil Engineering, University of Washington, 1992

- Bundy Canyon Road Air Quality Analysis for Riverside County Transportation Department, CA
- SR 79 Realignment Study, Riverside, CA
- SR-76 Melrose to South Mission Project, San Diego, CA
- I-5/I-8 Connector Widening Auxiliary Lane, San Diego, CA
- SR-78 Lane Widening, San Diego County, CA

Ralph Dominguez, PLS – Survey & Mapping

As the president of RMD Surveying Corp., Mr. Dominguez manages all field survey and mapping operations. His experience also includes supervising the scheduling and productivity of numerous survey crews on residential, commercial, industrial, and public works projects. He has directed staff in boundary and right-of-way establishment and retracement, aerial control, deformation studies, design topography, ALTA surveys, and construction staking while utilizing both conventional, robotic and GPS surveying equipment as required by the task. In addition, he has provided boundary analysis for final map preparation and recordation.

Education
California Surveyors Joint Apprenticeship Program, 1976
Registrations
Professional Land Surveyor, CA
PLS 5425



C.2 RECENT SIMILAR PROJECT EXPERIENCE:

KOA CORPORATION: DESIGN PROJECTS

SR60/Perris Blvd Lane Widening and Traffic Signal Modifications, Moreno Valley, CA. The City of Moreno Valley selected KOA Corporation to complete the design and obtain Encroachment Permit from Caltrans District 8 for adding an exclusive westbound, right-turn lane for the westbound on ramp. The modifications included adding curb/gutter and sidewalk. The project included obtaining a design exception because the lane width was only 13 feet instead of 14 feet required by Caltrans' standard. Fact sheets were prepared for Caltrans approval. The project included minimizing impacts to the adjacent Wendy's restaurant since the drive-thru lane was very near the proposed widening. The project also needed some right of way. KOA has obtained the encroachment permit and the project is ready to be advertised for construction. **Reference:** Mr. Henry Ngo, PE, Associate Engineer, City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA, 92552, (951) 413-3106. **Cost:** Fee \$110K **Start Date:** June 2008, **Design Completion Date:** September 2010, **KOA Staff Involved:** Mujib Ahmed, Ming Guan, and Rock Miller, **Caltrans Reference:** Reza Moslemi, Caltrans Encroachment Permit, (909) 383-5995.



Traffic Signal at Vista Chino (SR111) and Cerritos Avenue in Palm Springs, CA. KOA was hired by Centers Dynamic to design a traffic signal on an intersection which is in the city of Palm Springs but under Caltrans jurisdiction. The scope of work included designing a new traffic signal at the Vista Chino and Cerritos intersection and obtaining an encroachment permit from Caltrans District 8. To meet the encroachment permit requirements the following documents were also submitted along with the Encroachment Permit form:

- 1) Traffic Signal Plans including Special Provisions and Detailed Cost Estimate
- 2) Water Pollution Control Plan per NPDES requirements
- 3) Synchro Traffic Analysis and Time Space Diagram
- 4) ISO Footcandle Diagram for the Intersections
- 5) Identification and Confirmation of Service Connection from Edison

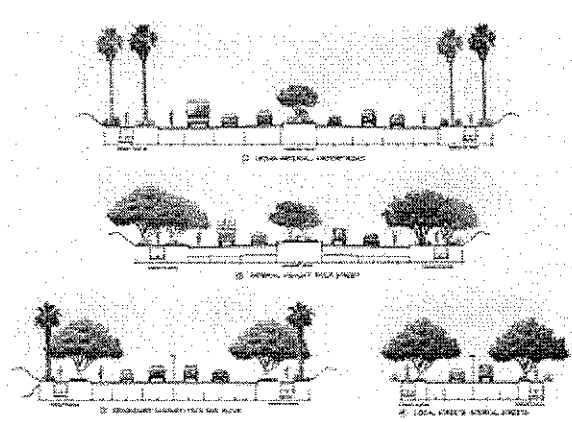
The encroachment permit is under the final review of Caltrans and a permit was granted in early 2008. **Reference:** Mr. George Arce, President, Centers Dynamic, 390 Bridge Parkway, Redwood Shores, CA 94065, (650) 551-0200. **Cost:** \$30K (Fee), **Design Completion Date:** December 2008, **KOA Staff Involved:** Mujib Ahmed and Ming Guan, **Caltrans Reference:** Farouk Alkhatatbeh, P.E., Transportation Engineer, Electrical, (909) 383-4508.

I-15 and Ontario Avenue Interchange, Corona, CA. The City intended to add an additional lane on Ontario Avenue under the freeway by constructing tie-back walls on both sides of the underpass structure. The project will have minimum impact to the interchange, and construction cost was within \$1Million so it qualified as a Permit Engineering Evaluation (PEER) Project per Article 13 of Caltrans requirements. KOA completed the traffic report and preliminary design of the project. The right turn lane was below the desired width of 14 feet, so approval of design exception was necessary from Caltrans for this project. KOA prepared preliminary plans and associated permitting documents for approval from Caltrans. These documents included detailed roadway plans, traffic signal modification plans, water pollution control plans, and a transportation management plan. Additional scope of services includes signing and striping plans, geotechnical investigation for pavement design, and structural design of tie back walls. The project was to complete the PS&E for the proposed improvements but due to lack of funding the City shelved the project. **Reference:** Ms. Crystal Eng, Project Manager, City of Corona, 815 West Sixth Street, Corona, CA 92882, (951) 817-5798. **Cost:** \$250K (Fee), **Start Date:** May 2007, **Design Completion Date:** December 2008 (project shelved), **KOA Staff Involved:** Mujib Ahmed, Ming Guan and Rock Miller, **Caltrans Reference:** Syed Raja, P.E., Deputy District Director, Traffic Operations, (909) 383-5979.



**RFP #01-11 Vista Chino at Farrell Drive Street Improvements
City Project No. 09-11**

Preparation of Plans, Specifications and Estimate for Road Improvements in the Town of Thermal, Economic Development Agency (EDA) for the County of Riverside, CA. KOA was selected by EDA to provide professional engineering services for improving the general road conditions in the Town of Thermal near the city of Coachella. The project consists of the improvement of a total of 5 miles of roadway throughout the Town vicinity and requires road widening, drainage improvements, streetscape, and traffic signal design. The roadways are proposed to be widened to the classification identified in the County's Circulation Plan. Major improvements include Airport Road that will be widened for a length of about 2.8 miles from existing 2 lanes to a 7-Lane Urban Arterial Section with curb & gutter, and sidewalk. The project will include major consideration and design of a closed drainage system. KOA will complete a PS&E package as well as provide construction inspection services for this project. **There are a number of intersections that needed traffic signal modifications and redesign as a part of this project; these included:**



- Avenue 56 (Airport Road) and Grapefruit Boulevard (SR111)
- Avenue 56 (Airport Road) and Harrison Street
- Avenue 56 (Airport Road) and Polk Road
- Avenue 56 (Airport Road) and New Sheriff Station Access

Reference: Mr. Joaquin Tijerina, Project Manager, Riverside County EDA, 44-199 Monroe Street, Suite B, Indio, CA 92201, (760) 863-2552. **Cost:** \$1.1M, **Start Date:** November 2005, **Design Completion Date:** December 2010, **KOA Staff Involved:** Mujib Ahmed, Ming Guan, Jimmy Lin and Rock Miller.

Three Intersections and 'C' Street Improvements for the City of Colton, CA. KOA just completed design of three intersections for the City of Colton. The design included improving the intersections to comply with ADA standards and signaling the following three intersections:

- La Cadena Drive / Rancho Avenue
- Agua Mansa Road / Rancho Avenue
- Colton Cement Plant Road / Rancho Avenue

Additionally, 'C' Street will be widened along the south side of the street serving the eastbound traffic. The project requires constructing new sidewalks and improving the driveway access to local properties. Right of way was required on this project which included coordination with property owners. **Reference:** Mr. Victor Ortiz, Engineering Manager, City of Colton, Corporate Yard, 160 S. 10th St., Colton, CA 92324, (909) 370-5065. **Cost:** \$90K, **Start Date:** August 2007, **Design Completion Date:** September 2010, **KOA Staff Involved:** Mujib Ahmed and Ming Guan.

Hacienda Avenue Rehabilitation PS&E Project in City of Desert Hot Springs, CA. KOA was recently selected by the City of Desert Hot Springs to provide engineering services for improving Hacienda Avenue from Palm Drive to West Drive for a total length of about 2600 feet. The project is essentially for rehabilitating the eastbound lanes of the project because they have severe alligator cracking and structural failure. The scope of work includes surveying and base mapping, utility coordination, street improvement plans preparation, signing and striping plans preparation, interim and final PS&E documents, and technical oversight during construction. All work and resulting facilities are designed to conform to the requirements of FHWA and Caltrans. **Reference:** Mr. Amir Modarassi, P.E., Project Manager, City of Desert Hot Springs, 65-950 Pierson Blvd., Desert Hot Springs, CA 92240, (760) 329-6411 Ext 243. **Cost:** \$70K, **Start Date:** August 2007, **Design Completion Date:** June 2008, **KOA Staff Involved:** Mujib Ahmed and Ming Guan.



C.3 SIMILAR ENVIRONMENTAL PROJECTS:

IS/MND for the Improvements to the Dogwood Road/Interstate Interchange, City of El Centro, Imperial County. Desert Consulting Group provided environmental evaluation of the proposed improvements to the Dogwood/I-8 Interchange that included widening both the eastbound and westbound ramps to accommodate residential and commercial growth in the city. Funding was through the City's Development Impact Fee Program. Caltrans District 11 was a responsible Environmental Clearance agency. **Reference:** Norma Villicana, Planning and Zoning Director, Imperial County, (760) 337-4545. **Cost:** \$70K, **Design Completion Date:** June 2009, **Staff Involved:** Nancy Ferguson.

Categorical Exclusion (CE) with Studies for the Signalization of Two Intersections along Avenue 48 in the City of Indio, Riverside County. Desert Consulting Group provided environmental evaluation of the upgrade to two intersections from stop controlled to traffic signals along Avenue 48 in the City of Indio. The PES form showed that technical studies were required including Air Quality, Noise and Cultural Resources. Funding was through Caltrans Local Assistance Program. **Reference:** Grant Eklund, P.E., City Engineer, City of Indio, (760) 391-4018. **Cost:** \$70K, **Design Completion Date:** January 2009, **Staff Involved:** Nancy Ferguson.

EA/FONSI for the Ranchero Road Extension and Grade Separation, City of Hesperia, San Bernardino County. Desert Consulting Group provided improvements to Ranchero Road including a bridge over the Mojave River and a grade separation with BNSF. The EA for the project addressed the grade separation and the creation of a culvert bridge system across the wash. Environmental impacts addressed in the EA were biological resources, hydrology and water quality (including jurisdictional waters), traffic and circulation, noise, air quality, and proximity to the Hesperia airport. Funding was from FHWA/Caltrans Local Assistance Program. **Reference:** Dave Reno, AICP, Principal Planner, City of Hesperia, (760) 947-1224. **Cost:** \$70K, **Design Completion Date:** March 2011, **Staff Involved:** Nancy Ferguson.

Air Quality Study for Bundy Canyon Road Widening Project: Entech Consulting Group supported the design team, Parsons Transportation Group, in conducting the air quality conformity analysis and development of an air quality technical report to meet CEQA environmental documentation requirements for the seven mile widening along Bundy Canyon Road and Scott Road near Lake Elsinore between to the I-15 and the I215 interchange. **Reference:** Gary Peterson, Project Manager, Parsons, (626) 440-6244. **Cost:** \$24K, **Design Completion Date:** February 2007, **Staff Involved:** Michelle Jones.

Air Quality Study for Rosedale Highway Widening Project: Entech Consulting Group supported the design team, HNTB, in completing a technical air quality discipline report to summarize the approach and findings of the air quality analysis for demonstrating that the proposed project will meet the requirements of a CEQA determination of a ND or a MND. The discussion will present whether the project is consistent with Air Quality Management Plan (AQMP) for attaining both the federal and state clean air goals. **Reference:** Traci Gleason, Project Manager, HNTB, (714) 460-1646, **Cost:** \$250K, **Design Completion Date:** Ongoing, **Staff Involved:** Michelle Jones.



SECTION D: FIRM QUALIFICATIONS

KOA Corporation
3190 C Shelby Street
Ontario, CA 91764
Tel: 909.890.9693
Fax: 909.890.9694
www.koacorporation.com

A California Corporation
22 Years in Business

16 Owners/Principals
80+ Employees

Five Offices in California:
West Los Angeles
Ontario
Orange
South Bay
San Diego

Key Individual:
Mujib Ahmed, P.E.
Project Manager

D.1 FIRM INTRODUCTION

Founded in 1987, KOA Corporation (KOA) is one of the leading traffic engineering and transportation planning and design firms in California. KOA provides consulting services to both public and private sectors, and has seven offices to serve our California clients. With over 100 employees, our staff includes California registered civil and traffic engineers and transportation planners. KOA has provided engineering services for many of the largest public works and transit planning projects in California. Our human resources are complemented with an extensive library of software for transportation planning, traffic, hydraulic, civil, GIS and project management. KOA maintains a fully developed CAD system for both AUTOCAD and MICROSTATION. Roadway, Traffic Signal Design and Traffic Studies are few of KOA's primary practice areas.

KOA is a California Corporation, a regional firm, based and working primarily in California. The project office to provide Professional Consultant Services for the City of Palm Springs will be assigned to our Ontario office located at 3190 C Shelby Street, Ontario, California 91764. Mujib Ahmed, P.E., will serve as the Project Manager. He brings "hands on" experience in both environmental and engineering for roadway projects. He will be the primary contact for the duration of the contract and can be reached at ph: (909) 890-9693, fax: (909) 890-9694, or by e-mail at mahmed@koacorporation.com.

ORGANIZATIONAL STABILITY AND FINANCIAL CONDITION

KOA Corporation is in excellent financial condition and has no bankruptcies, pending litigations, planned office closures, or pending mergers, and is fully capable of executing this project.

QA/QC COMMITMENT

KOA Corporation has adopted new Total Quality Management (TQM) techniques through its in-house Quality Control (QC) program. This program is an ongoing business commitment of the firm to train and reinforce in each employee the importance and necessity to product defect-free work. Quality Control is made up of a cross-section of KOA staff to evaluate, develop and implement solutions through the company's policy and procedures to improve service to our clients. That commitment is built into every product on a daily basis, rather than to rely solely on periodic reviews. Rock Miller, P.E., P.T.O.E., with over 28 years of experience in completing transportation planning and design projects, has been assigned the QA/QC role for this project. He will review the plans before submittal to the City.

D.2

Mujib Ahmed, Vice President/Project Manager, is a principal officer of the firm with authority to bind the company in contract.

KOA Corporation takes no exception to the language in the RFP documents or the attached sample agreement.



**RFP #01-11 Vista Chino at Farrell Drive Street Improvements
City Project No. 09-11**

D.3

KOA has performed numerous similar projects in the past 20 years, since the company was established in Southern California. We have completed traffic signal projects for various cities in Coachella Valley including Rancho Mirage, La Quinta, Indio, and Desert Hot Springs, etc. We have completed recent similar intersection improvement project at the intersection of Vista Chino and Cerritos Avenue for Palm Springs Marketplace. An Encroachment Permit from Caltrans was obtained. Our subconsultant, Nancy Ferguson, Principal of Desert Consulting Group based in Palm Springs, has completed a number of NEPA/CEQA Clearances for transportation projects and has dealt extensively with District 8.

SR60/Perris Blvd Lane Widening and Traffic Signal Modifications, Moreno Valley, CA. The City of Moreno Valley selected KOA Corporation to complete the design and obtain Encroachment Permit from Caltrans District 8 for adding an exclusive westbound, right-turn lane for the westbound on ramp. The modifications included adding curb/gutter and sidewalk. The project included obtaining a design exception because the lane width was only 13 feet instead of 14 feet required by Caltrans' standard. Fact sheets were prepared for Caltrans approval. The project included minimizing impacts to the adjacent Wendy's restaurant since the drive-thru lane was very near the proposed widening. The project also needed some right of way. KOA has obtained the encroachment permit and the project is ready to be advertised for construction.

Traffic Signal at Vista Chino (SR111) and Cerritos Avenue in Palm Springs, CA. KOA was hired by Centers Dynamic to design a traffic signal on an intersection which is in the city of Palm Springs but under Caltrans jurisdiction. The scope of work included designing a new traffic signal at the Vista Chino and Cerritos intersection and obtaining an encroachment permit from Caltrans District 8. To meet the encroachment permit requirements the following documents were also submitted along with the Encroachment Permit form:

- 1) Traffic Signal Plans including Special Provisions and Detailed Cost Estimate
- 2) Water Pollution Control Plan per NPDES requirements
- 3) Synchro Traffic Analysis and Time Space Diagram
- 4) ISO Footcandle Diagram for the Intersections
- 5) Identification and Confirmation of Service Connection from Edison

The encroachment permit was reviewed by Caltrans District 8, and a permit was granted in early 2008.

IS/MND for the Improvements to the Dogwood Road/Interstate Interchange, City of El Centro, Imperial County. Desert Consulting Group provided environmental evaluation of the proposed improvements to the Dogwood/I-8 Interchange that included widening both the eastbound and westbound ramps to accommodate residential and commercial growth in the city. Funding was through the City's Development Impact Fee Program. Caltrans District 11 was a responsible Environmental Clearance agency.

Categorical Exclusion (CE) with Studies for the Signalization of Two Intersections along Avenue 48 in the City of Indio, Riverside County. Desert Consulting Group provided environmental evaluation of the upgrade to two intersections from stop controlled to traffic signals along Avenue 48 in the City of Indio. The PES form showed that technical studies were required including Air Quality, Noise and Cultural Resources. Funding was through Caltrans Local Assistance Program.

EA/FONSI for the Ranchero Road Extension and Grade Separation, City of Hesperia, San Bernardino County. Desert Consulting Group provided improvements to Ranchero Road including a bridge over the Mojave River and a grade separation with BNSF. The EA for the project addressed the grade separation and the creation of a culvert bridge system across the wash. Environmental impacts addressed in the EA were biological resources, hydrology and water quality (including jurisdictional waters), traffic and circulation, noise, air quality, and proximity to the Hesperia airport. Funding was from FHWA/Caltrans Local Assistance Program.



Air Quality Study for Bundy Canyon Road Widening Project: Entech Consulting Group supported the design team, Parsons Transportation Group, in conducting the air quality conformity analysis and development of an air quality technical report to meet CEQA environmental documentation requirements for the seven mile widening along Bundy Canyon Road and Scott Road near Lake Elsinore between to the I-15 and the I215 interchange.

Air Quality Study for Rosedale Highway Widening Project: Entech Consulting Group supported the design team, HNTB, in completing a technical air quality discipline report to summarize the approach and findings of the air quality analysis for demonstrating that the proposed project will meet the requirements of a CEQA determination of a ND or a MND. The discussion will present whether the project is consistent with Air Quality Management Plan (AQMP) for attaining both the federal and state clean air goals.

D.4 SUBCONSULTANT BACKGROUND AND EXPERTISE

Desert Consulting Group, Inc. (DCG), founded in 2009, is a consulting firm specializing in environmental planning and project management services, assisting public and private sector clients in navigating through the environmental process from project inception through project approval.

DCG's principal, Nancy M. Ferguson, has over 23 years of experience as both a public sector planner and a planning consultant. As a project manager, Ms. Ferguson has managed the preparation and acted as the principal author on over 150 environmental documents under the California Environmental Quality Act (CEQA) ranging from mitigated negative declarations for small commercial projects, public works capital improvements projects, and residential subdivisions to environmental impact reports for public schools, community college and university master plans, residential subdivisions, mixed use specific plans, redevelopment projects, landfill expansions, and mine reclamation plans.

Ms. Ferguson has also managed the preparation of a number of environmental assessments under the National Environmental Policy Act (NEPA) including highway expansion and widening projects and bridge improvement projects; development projects requiring the preparation of a habitat conservation plan and consultation under Section 10a of the federal Endangered Species Act (ESA); and projects eligible for Community Development Block Grant (CDGB) funding and National Park Service grant funding.

In 2009, Ms. Ferguson incorporated as DCG to continue to provide environmental planning services to public and private sector clients, as well as provide assistance with planning and entitlement processing. Her years of experience managing multidisciplinary teams, and working closely with project proponents and agency staff has earned her a reputation as a consistent and capable project manager, able to evaluate complex issues and provide solutions that allow projects to be approved and developed. Her strong relationships with other professional consultants allows DCG to provide the project team capable of meeting clients needs, regardless of the size or complexity of a project.

Entech Consulting Group expanded into Southern California in 2001 where their headquarters are now located. Entech has added to their client base additional public works agencies in the areas of water facilities, schools, and port districts continuing to provide environmental, program management, and construction management services. Entech is experienced in preparing environmental documentation for a variety of projects in California that have design elements that deal with roadways, bridges, ports, toll roads, HOV expansions, and industrial facility operations. After they complete the necessary environmental approvals and secure permits, they provide specialized construction management support services to see clients through to completion.

RMD Surveying Corporation provides field survey and mapping operations; boundary and right-of-way establishment and retracement; aerial control; deformation studies; design topography; ALTA surveys; and construction staking while utilizing both conventional, robotic and GPS surveying equipment as required by the task. Additionally, they have provided boundary analysis for final map preparation and recordation.



ATTACHMENT A

ATTACHMENT "A"

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

REQUESTS FOR PROPOSALS (RFP) # 01-11
FOR
VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS
CITY PROJECT NO. 09-11
FEDERAL AID PROJECT NO. CML 5282 (037)

SIGNATURE AUTHORIZATION

PROPOSER: KOA Corporation

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


SIGNATURE

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

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

- An individual;
- A partnership, Partners' names: _____
- A company;
- A corporation

2. My tax identification number is: 95-4515908

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 submittal being deemed non-responsive.

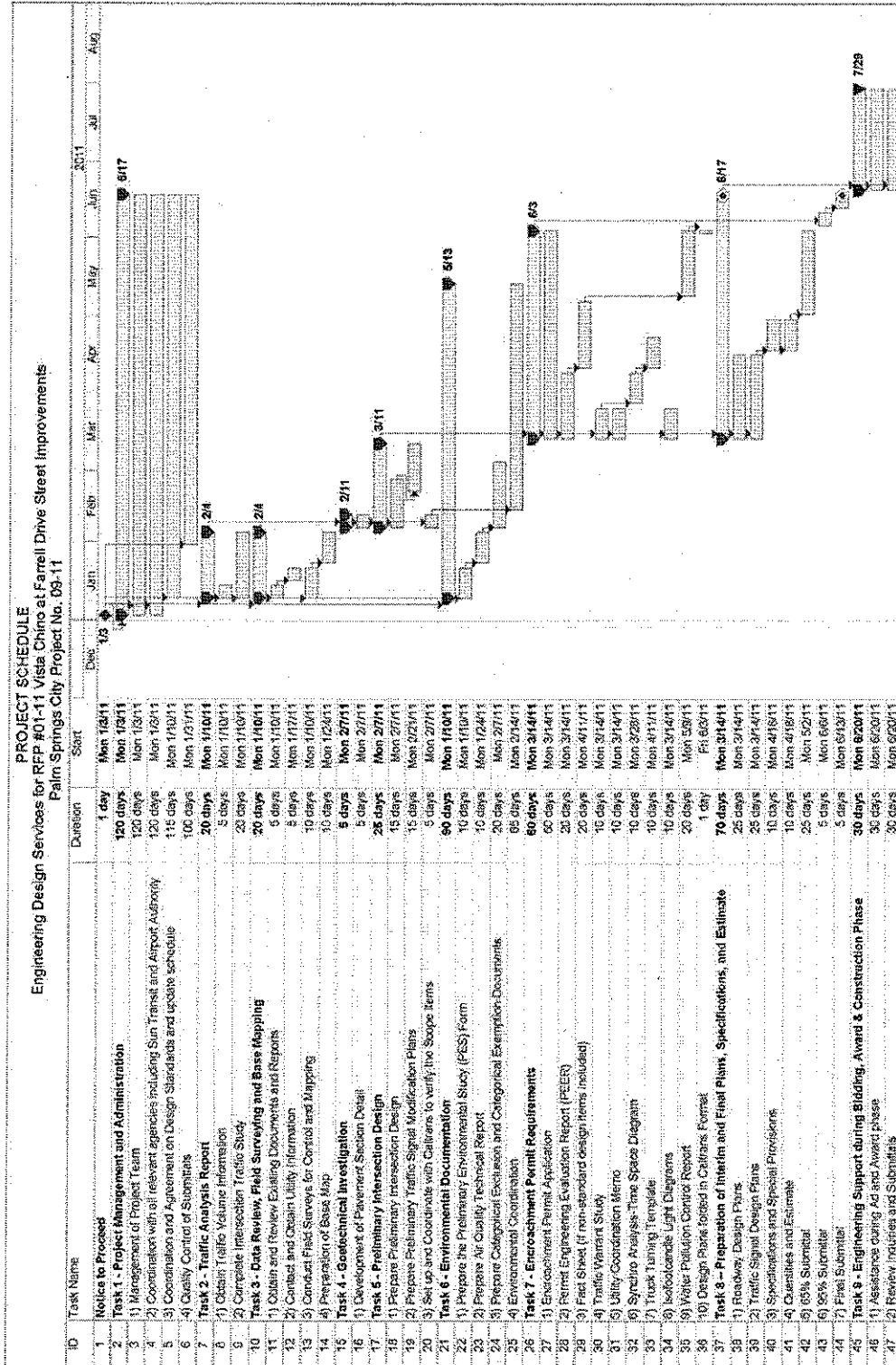
In the space provided below, please acknowledge receipt of each Addenda:

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



RFP #01-11 Vista Chino at Farrell Drive Street Improvements
City Project No. 09-11

SECTION E: PROJECT SCHEDULE





ATTACHMENT B

ATTACHMENT "B"

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR SUBMITTAL

**REQUESTS FOR PROPOSALS (RFP) # 01-11
FOR
VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS
CITY PROJECT NO. 09-11
FEDERAL AID PROJECT NO. CML 5282 (037)**

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Consultant Name: KOA Corporation

9/2/10

(Date)



(Signature)

Mujib Ahmed, Vice President

(Name & Title)



ADDENDA ACKNOWLEDGEMENT



**REQUEST FOR PROPOSAL (RFP 01-11)
FOR
VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS
CITY PROJECT No. 09-11
FEDERAL AID PROJECT NO. CML 5282 (037)**

ADDENDUM NO. 1

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

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

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

RESPONSES TO QUESTIONS RECEIVED TO DATE:

Q 1: Will there be a geotechnical services included with this work?

A 1: *No geotechnical services are required.*

Q 2: Is the testing and inspection going to be a part of this contract or will the City have a separate RFP for those services? Or will they be contracted through a company that has a prior blanket agreement with the City?

A 2: *Testing and inspection is included as Phase 3 of the project, to be requested at the option of the City.*

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Craig L. Gladders, C.P.M.
Procurement & Contracting Manager
DATE: August 12, 2010

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: KOA Corporation

Authorized Signature: Mujib Ahmed, P.E. Date: 9/2/10

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

EXHIBIT "E"
SCHEDULE OF COMPENSATION

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

| | <u>Task Total Lump Sum</u> |
|--|--------------------------------|
| Task 1 – Project Management and Administration | \$ 7,065.00 |
| Task 2 – Traffic Analysis Report | \$ 1,860.00 |
| Task 3 – Data Review, Field Surveying and Base Mapping | \$ 4,965.00 |
| Task 4 – Preliminary Intersection Design | \$ 6,550.00 |
| Task 5 – Environmental Documentation | \$ 11,275.00 |
| Task 6 – Encroachment Permit Requirements | |
| Task 6.1, Permit Application | \$ 1,430.00 |
| Task 6.2, Permit Engineering Evaluation Report (PEER) | \$ 1,150.00 |
| Task 6.3, Fact Sheet | \$ 1,360.00 |
| Task 6.4, Traffic Warrant Study | \$ 505.00 |
| Task 6.5, Utility Coordination Memo | \$ 855.00 |
| Task 6.6, Synchro Analysis – Time Space Diagram | \$ 1,065.00 |
| Task 6.7, Truck Turning Template | \$ 1,165.00 |
| Task 6.8, Isofootcandle Light Diagrams | \$ 885.00 |
| Task 6.9, Water Pollution Control Report | \$ 1,460.00 |
| Task 6.10, Design Plans folded in Caltrans Format | \$ 330.00 |
| Task 7 – Preparation of Interim & Final Plans, Specifications & Estimate | \$ 19,590.00 |
| Task 8 – Engineering Support During Bidding Phase | \$ 2,020.00 |
| Reimbursable Expenses | \$ 1,500.00 |
| Grand Total | \$ 65,030.00 |

END OF EXHIBIT "E"

EXHIBIT "F"
SCHEDULE OF PERFORMANCE

City and Contractor hereby mutually agree that the nature of the scope of services associated with this Contract, and the requirement to coordinate and obtain approvals by other agencies, including but not limited to, Caltrans and FHWA, may cause the term of this contract to exceed initial project schedule estimates. The term of this contract shall automatically extend until such time as required approvals are obtained and all services identified in Exhibit "A" are completed.

The Consultant's schedule of performance included in its proposal shall be incorporated herein. The schedule shall be adjusted accordingly to revise the project notice to proceed (NTP) date of January 3, 2011, as indicated in the originally submitted proposal, to the actual NTP date indicated in the City's letter to Consultant following approval of this agreement by the City Council.

END OF EXHIBIT "F"

**EXHIBIT "G"
CONTRACT FORMS**

REQUIRED CONTRACT FORMS FOLLOW THIS PAGE

Exhibit 10-F Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

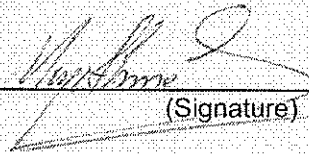
I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of KOA Corporation, whose address is 3190 C Shelby Street, Ontario, CA 91764, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

10/25/10

(Date)



(Signature)

Exhibit 10-G Certification of Local Agency

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Director of Public Works/City Engineer of the City of Palm Springs, and that the consulting firm of:

KOH Corporation, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

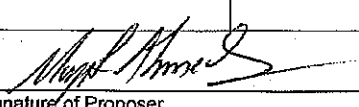
- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

10/25/10
(Date)


(Signature)

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

| NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM | | | | |
|---|--|---|---|---------------------------|
| AGENCY: <u>CITY OF PALM SPRINGS, CALIFORNIA</u> | | LOCATION: <u>VISTA CHINO AT FARRELL DRIVE</u> | | |
| PROJECT DESCRIPTION: <u>VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS</u> | | | | |
| TOTAL CONTRACT AMOUNT: \$ <u>65,030.00</u> | | | | |
| PROPOSER'S NAME: <u>KOA Corporation</u> | | | | |
| WORK ITEM NO. | DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE) | DBE CERT NO. AND EXPIRATION DATE | NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number) | DOLLAR AMOUNT OF EACH DBE |
| 1 | NEPA/CEQA Clearance | 38890; Exp: 6/2015 | Desert Consulting Group 2466 Linden Way, Unit E Palm Springs, CA 92264 (760) 202-4057 | \$4,150 |
| 2 | Air Quality Study | 32881; Exp: 3/2012 | Entech Consulting Group (Entech Northwest) 43410 Business Park Dr. Temecula, CA 92590 (951) 506-0055 | \$5,270 |
| 3 | See page 2 attached | | | |
| For Local Agency to Complete: | | | Total Claimed DBE Participation | |
| Local Agency Contract Number: _____ | | | \$ <u>12,420</u> <u>19</u> % | |
| Federal Aid Project Number: <u>CML 5282 (037)</u> | | | | |
| Federal Share: <u>88.53%</u> | | | | |
| Contract Award: _____ | | | | |
| Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate. | | | | |
| Marcus Fuller Print Name Local Agency Representative (Area Code) Telephone Number: <u>(760) 323 8253</u> | | |  Signature of Proposer 10-19-10 Date (909) 890-9693 (Area Code) Tel. No. Mujib Ahmed, Vice President Person to Contact (Please Type or Print) | |
| For Caltrans Review: | | | Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09) | |
| _____ Print Name _____ Signature _____ Date Caltrans District Local Assistance Engineer | | | | |

Distribution:

- (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
- (2) Original - Local agency files

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM
 AGENCY: CITY OF PALM SPRINGS, CALIFORNIA LOCATION: VISTA CHINO AT FARRELL DRIVE

PROJECT DESCRIPTION: VISTA CHINO AT FARRELL DRIVE STREET IMPROVEMENTS
 TOTAL CONTRACT AMOUNT: \$ 65,030.00
 PROPOSER'S NAME: KOA Corporation

| WORK ITEM NO. | DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE) | DBE CERT NO. AND EXPIRATION DATE | NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number) | DOLLAR AMOUNT OF EACH DBE |
|---------------|--|----------------------------------|---|---------------------------|
| 3 | Survey & Mapping | 38072; Exp: 12/2014 | RMD Surveying 2560 Palm Ave. Rialto, CA 92377 (909) 419-0645 | \$3,000 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

For Local Agency to Complete:

Local Agency Contract Number: _____
 Federal Aid Project Number: CML 5282 (037)
 Federal Share: 88.53%
 Contract Award: _____

Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.

Muhammad Fuller Muhammad Fuller 10/25/10
 Print Name Signature Date
 Local Agency Representative

(Area Code) Telephone Number: 760 327 8253

For Caltrans Review:

 Print Name Signature Date
 Caltrans District Local Assistance Engineer

Total Claimed DBE Participation \$ _____ %
 _____ %

Signature of Proposer _____
 Date _____ (Area Code) Tel. No. _____
 Mujib Ahmed, Vice President
 Person to Contact (Please Type or Print)

Local Agency Proposer DBE Information (Consultant Contracts)
 (Rev 6/27/09)

Distribution:

- (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
- (2) Original - Local agency files

