



City Council Staff Report

DATE: September 3, 2014

SUBJECT: APPROVAL OF AGREEMENT NO. _____ FOR LANDSCAPE AND ARCHITECTURAL DESIGN SERVICES WITH RGA LANDSCAPE ARCHITECTS, INC. IN THE AMOUNT OF \$107,200 FOR TAHQUITZ CANYON WAY MEDIAN LANDSCAPE IMPROVEMENTS, SUNRISE WAY TO EL CIELO ROAD, INCLUDING ENHANCEMENTS TO PREVIOUSLY COMPLETED LANDSCAPING FROM INDIAN CANYON TO SUNRISE WAY, CITY PROJECT NO. 13-33.

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

SUMMARY:

Award of this contract to RGA Landscape Architects, Inc., will allow the City to proceed with concept revisions, design development, preparation of construction documents and construction support services for the conversion of landscaped medians on Tahquitz Canyon Way within the 'Civic' and 'Neighborhood' zones (Sunrise Way to El Cielo Road) into a sustainable and drought tolerant landscape. This agreement also includes design services for the development of enhancements to the Tahquitz Canyon Way median landscaping improvements previously completed within the 'Tribal Heritage' and 'Urban' zones (Indian Canyon to Sunrise Way).

RECOMMENDATION:

1. Approve Agreement No. _____ with RGA Landscape Architects, Inc., in the amount of \$107,200.00 for landscape and architectural design services for the Tahquitz Canyon Way Medians (extending from Sunrise Way to El Cielo Road), and enhancements to previously completed landscaping (extending from Indian Canyon to Sunrise Way) as a part of City Project 13-33; and
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On April 11, 2012, City Council approved the schematic/conceptual landscape plans prepared by RGA Landscape Architects Inc. (RGA) for the Tahquitz Canyon Way Median landscape project from Indian Canyon Drive to Civic Drive. This approval did not include the 'Civic Zone' Median (Civic Drive to El Cielo Road) nor adjacent portions of City Hall or Riverside County Administrative Offices sites.

Subsequently, RGA was contracted to prepare construction plans and specifications for a portion of the project including the medians between Indian Canyon and Sunrise way (also known as the 'Urban' and 'Tribal Heritage' zones). Construction of this portion of the project began in August, 2013 utilizing Tribal Transportation Program funds provided by the Agua Caliente Band of Cahuilla Indians, and was completed in April, 2014.

In December, 2013, Council was asked to provide direction to staff on the development of conceptual plans for the Civic zone; including the authorization of Measure J funding, obtaining a proposal for the development of construction drawings and the reappointment of the Council subcommittee consisting of Council members Mills and Hutcheson and Planning Commissioner Lisa Middleton.

On June 18th, 2014 the project was discussed at Council and Staff was directed to contract with RGA to create Civic Zone conceptual plans. Subsequently, two subcommittee meetings were held to further develop the concepts and provide direction for both the Civic and Neighborhood Zones. During these meetings Council expressed concerns that the recently completed medians between Sunrise Way and Indian Canyon (within section 14), lacked lushness and color and discussed a desire to minimize the impact of the curvilinear, retaining walls. These sentiments were echoed by Tribal representatives participating in the subcommittee meetings who expressed the Tribe's desire to develop plans to enhance the completed medians with additional plant materials and wall modifications.

In addition to concerns regarding the completed landscaping in Section 14, it was requested that RGA revise the schematic plans for the Neighborhood Zone (Sunrise Way to Civic Dr.), in order to provide Council with expanded, updated, conceptual images of the proposed finished landscape. The intent is to provide additional and revised imagery that will assist the Council in evaluating the proposed landscaping improvements prior to moving forward with bidding and construction.

As RGA continued to work on the Civic Zone conceptual drawings, they were asked to provide a proposal for preparing construction drawings, construction documents and construction support services for both the Neighborhood and Civic zones. It was also

requested that RGA provide a proposal to address the Council and Tribal concerns that were discussed in the Council and subcommittee meetings; including enhancements to the previously constructed areas and the preparation of expanded conceptual drawings for the neighborhood zones. This is the proposal that is before you tonight.

On September 4th, 2014 RGA is expected to present to the Subcommittee: Photo simulations of the Civic Zone concepts, plant material exhibits, Section 14 modifications exhibit, and modified Neighborhood Zone Concepts.

Moving forward, the subcommittee has expressed a desire to have the project bid and awarded prior to the end of calendar year 2014. To that end, the approval of plans and specifications and authorization to bid must be approved by Council no later than October 28, 2014.

Upon approval of this contract, preparation of the construction drawings can begin concurrent with the final development of the Civic Zone concept as well as the revised Neighborhood zone conceptual drawings and plans for enhancements to the completed portions in Section 14. When complete, a package including the new and revised conceptual imagery as well as plans, specifications and estimates, will be brought back before the Council (on or prior to October 28, 2014), for approval and authorization to bid.

FISCAL IMPACT:

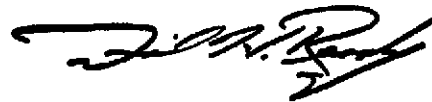
Sufficient funds are available in Measure J Account No. 260-4500-59461

Recommended by:

Approved by:



David J. Barakian
Director of Public Works/City Engineer



David H. Ready, City Manager



Attachments:

1. Agreement for architectural design services

**CONSULTING SERVICES AGREEMENT
RGA LANDSCAPE ARCHITECTS, INC.
TAHQUITZ CANYON WAY MEDIAN, TO EL CIELO RD
CITY PROJECT NO. 13-33**

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into this ___ day of _____, 2014, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and **RGA Landscape Architects, Inc.**, a California corporation ("Consultant").

RECITALS

A. City requires professional landscape architectural services to develop construction plans and documents, revisions to the section 14 design, revised conceptual drawings, and construction phase services for the Tahquitz Canyon Way median landscaping project (extending from Civic Drive to Indian Canyon).

B. Consultant has submitted to City a proposal to provide Landscape Architectural Services to City pursuant to the terms of this Agreement.

C. Based on its experience, education, training, and reputation, Consultant is qualified to provide the necessary services to City for the Project and desires to provide such services.

D. City desires to retain the services of Consultant for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide services to the City as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide professional Landscape Architectural Services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Consultant in accordance with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONSULTANT

3.1 Compensation of Consultant. For the services rendered pursuant to this Agreement, Consultant shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed **\$107,200.00.**

3.2 Method of Payment. In any month in which Consultant wishes to receive payment, Consultant shall no later than the first working day of such month, submit to City in the form approved by City's finance director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Consultant for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

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

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.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A." The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Consultant shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 9.5 of this Agreement, this Agreement shall continue in full force and effect until **August 31, 2015**, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: **Ronald Gregory, President.** It is expressly understood that the experience, knowledge, education, capability, 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 hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Consultant's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement.

Therefore, Consultant shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Consultant's work product, result, and advice. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 Personnel. Consultant agrees to assign the following individuals to perform the services set forth herein. Consultant shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

<u>Name:</u>	<u>Title:</u>
Ronald Gregory	President

6. INSURANCE

Consultant shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in Exhibit "B," which is attached hereto and is incorporated herein by reference.

7. INDEMNIFICATION.

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, which Claims arise out of or are related to Consultant's performance under this Agreement, but excluding such Claims arising from the negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Consultant's obligation to defend the indemnified parties shall not extend to claims covered by Consultant's errors and omissions insurance for professional services. 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 hereunder.

8. RECORDS AND REPORTS

8.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

8.2 Records. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and 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.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein.

8.4 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.

8.5 Cost Records. Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted both as to validity and 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.

9.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.3 Rights and Remedies are 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.

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

9.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that 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 receipt of the notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

10.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Palm Springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Consultant:

Ronald Gregory, President
RGA Landscape Architects, Inc.
74020 Alessandro, Suite E
Palm Desert, CA 92260

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

11.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

11.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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[SIGNATURE PAGE SEPARATELY ATTACHED]

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

"CONSULTANT"
RGA Landscape Architects, Inc.

Date: _____

By : _____
(name)

(president)

Date: _____

(name)

(secretary)

EXHIBIT "A"

CONSULTANT'S SCOPE OF SERVICES/WORK

Including,

Schedule of Fees

And

Schedule of Performance

Exhibit "A"
Scope of Work, Schedule of Fees, and Schedule of Performance

Project Description

- A. Tahquitz Canyon Way, Sunrise to El Cielo. Revise Concept, Design Development, Construction Documents and Construction Phase services for the median islands and selected cross-walks from Sunrise Way to El Cielo Rd., based on the approved preliminary design and subsequent comments from the City Council, and on discussions with City representatives (approximately 5,350 linear feet total).
- B. Tahquitz Canyon Way, Indian Canyon to Sunrise. Addition of new plant material and color stain of concrete walls to the construction documents for the recently completed medians from Indian Canyon to Sunrise.

Scope of Work

A. Project A, Sunrise to El Cielo, will include the following tasks:

- 1. Revise the current concept to reflect City Council direction and meet with sub-committee and staff to review.
- 2. Meet with City staff to discuss budget, schedule, hardscape and lighting material choices.
- 3. Field review the existing medians and mid-block crossing locations to verify existing curb configurations and to locate observable utility locations, such as water meters, junction boxes and other fixed objects in the medians. *Note: It is understood that Consultant will not be locating below grade utilities, unless such information is provided by the City of Palm Springs.*
- 4. Initial design development drawings for review and discussion with City staff and sub-committee. These drawings will include:
 - a. Hardscape plans and conceptual details, indicating paving design, and enhanced paving at selected cross – walks.
 - b. Planting plans.
 - c. Light fixture location plan and fixture details.
 - d. Irrigation narrative.
 - e. Estimate of construction costs.
 - f. Six perspectives of the proposed design from key points along the medians.
 - g. Meetings with City staff and sub-committee to review and modify the drawings (estimate of two meetings).
- 5. Design development submittal drawings for review by project Subcommittee and City Council. Drawings will be in color, and will include:
 - a. Hardscape, planting and lighting plans incorporated into one presentation plan.

Exhibit "A"

Scope of Work, Schedule of Fees, and Schedule of Performance

- b. Enlargements of each section of median, and detail enlargements of cross walk paving.
 - c. Updated Perspective views of the medians (6 perspectives).
 - d. Preparation of hard copies and a Power Point presentation.
 - e. Meetings with Subcommittee and City Council (estimate of 3 meetings).
6. Construction documents, incorporating comments from the design development submittal process, for final review by the City and approval by City Council, and for use in obtaining permits and construction bids. Construction documents will include:
- a. Demolition plans indicating existing palms, paving and curb sections to be removed.
 - b. Hardscape plans and details
 - c. Irrigation plans and details, including water use calculations and coordination with DWA if needed.
 - d. Planting plans, indicating existing palms to remain and all new plant material in common and botanical names, quantities and sizes.
 - e. Specifications and preparation of bid forms.
 - f. Updated estimate of costs.
 - g. Plan check corrections and agency coordination as needed.
 - h. Lighting plans, including fixture locations, electrical design, power hook-up locations, power controls, and coordination with SCE as needed. Electrical design will be provided by MRC Engineering, which will be a sub consultant to Consultant.
7. Construction administration phase, including:
- a. Assistance with bidding, including response to questions and attendance at a pre-bid meeting. Bid advertisement and distribution of documents will be by the City.
 - b. Attendance at a pre-construction meeting with the successful bidder and the City.
 - c. Response to RFI's and general office support during construction.
 - d. Submittal reviews.
 - e. Site observations and site meetings during construction. Estimate of 12 site reviews. Site reviews will be in coordination with the City inspectors for any items relating to street paving, sidewalk paving and curbs. Each observation to be followed by a written report.

Exhibit "A"
Scope of Work, Schedule of Fees, and Schedule of Performance

- f. Final review and maintenance check.
- 8. Deliverables. Consultant will provide the following deliverables during the design and construction phases:
 - a. One set of check prints for use by the City at each meeting.
 - b. Two sets of large scale exhibits, mounted on boards, for meetings with the Subcommittee and City Council with a CD with PDF's of the presentation drawings.
 - c. One hardcopy of the final drawings and specifications, with a CD with AutoCAD files and PDF's of the drawings and specifications.

B. Project B, Additional Plants for Indian Canyon to Sunrise,

- 1. Conceptual plan indicating proposed plant types, locations and quantities, for review by the sub-committee. Includes one meeting.
- 2. Revisions to the existing construction documents to add the new plants. Revised plans will include:
 - a. irrigation plans and water use calculations
 - b. planting plans and plant legend
 - c. Specifications and preparation of bid forms
- 3. Construction administration phase, including:
 - a. Assistance with bidding, including response to questions and attendance at a pre-bid meeting. Bid advertisement and distribution of documents will be by the City.
 - b. Attendance at a pre-construction meeting with the successful bidder and the City.
 - c. Response to RFI's and general office support during construction.
 - d. Submittal reviews.
 - e. Site observations and site meetings during construction. Estimate of 3 site reviews. Site reviews will be in coordination with the City inspectors for any items relating to street paving, sidewalk paving and curbs. Each observation to be followed by a written report.
 - f. Final review and maintenance check.
- 4. Deliverables will include prints, when requested by the City.

Exhibit "A"
Scope of Work, Schedule of Fees, and Schedule of Performance

Schedule of Fees

A. Project A, Sunrise to El Cielo:

1. Design Phase

- a. Design Development Phase (tasks A1-5): \$39,500
- b. Construction Documents (task A6a-g): \$32,200
- c. Electrical Engineering (task A6h): \$ 7,200

Subtotal, Design Phase: **\$78,900**

2. Construction Phase

- a. Office support (tasks A7a-d): Hourly rates, to an estimate of: \$ 6,000
- b. Site observations and meetings: Hourly rates, to an estimate of: \$ 9,500
- c. Electrical and lighting site review: hourly rates, to an estimate of: \$ 2,500

Subtotal, Construction Phase: **\$18,000**

3. Deliverables: billed at cost, not to exceed: **\$4,000**

B. Project B, Indian Canyon to Sunrise:

1. Design Phase (tasks B1-2): **\$3,000**

2. Construction Phase (tasks B-3): hourly, to an estimate of: **\$1,500**

3. Deliverables: billed at cost, estimate of: **\$1,800**

PROJECT TOTAL: \$107,200.00

Note: All design fees are lump sum, not to exceed. All services shall be provided as described in the Scope of Work, for the fixed fees indicated above, regardless of the total actual hours required to perform the services.

Exhibit "A"
Scope of Work, Schedule of Fees, and Schedule of Performance

Schedule of Performance

The Consultant shall provide the services indicated and will attend and participate in Committee, Council and City staff meetings as necessary in order to receive direction and incorporate requested changes or modifications in accordance with the City's anticipated timeline for bidding and construction.

Completion date for 90% plans and specifications is October 14, 2014

Final project documents are to be complete and ready for bidding no later than October 28, 2014.

EXHIBIT "B"

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

Insurance

Consultant shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to the City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Consultant's performance under this Agreement. Consultant shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

A. Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;

2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

3. Professional liability (errors and omissions) insurance **(*WAIVED)** with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) annual aggregate; and,

4. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

B. Errors and Omissions Coverage. **(*WAIVED)** If Consultant provides claims made professional liability insurance, Consultant shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Consultant's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same

carrier, or equivalent coverage with another company, in the amount required by this Agreement for at least three years after completion of Consultant's services under this Agreement. Consultant shall also be required to provide evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy.

C. Sufficiency of Insurers. Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

D. Verification of Coverage. Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting 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.

E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Consultant guarantees payment of all deductibles and self-insured retentions.

F. Severability of Interests (Separation of Insureds). This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.