



City Council Staff Report

Date: September 16, 2015 CONSENT CALENDAR

Subject: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH AON FIRE PROTECTION ENGINEERING CORPORATION FOR ON-CALL FIRE PROTECTION ENGINEER DESIGN SERVICES

From: David H. Ready, City Manager

Initiated by: Office of the City Manager

SUMMARY

Approval of this item will allow the City to enter into a multi-year on-call agreement with Aon Fire Protection Engineering Corporation to provide the City with professional first class as-needed "on call" fire protection engineer design services for a variety of future Public Works capital projects.

RECOMMENDATION:

- 1) Approve Agreement No. _____ with Aon Fire Protection Engineering Corporation, for on-call fire protection engineer design services for an initial term of three years, subject to two additional one year extensions approved at the discretion of the City Manager; and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The Maintenance and Facilities Department requested On-Call Fire Protection Engineer (FPE) Design Services for the upgrade of the fire alarm system at Desert Highland Unity Center and to add additional design services to various City facilities located throughout the City. Due to the retirement of the City's Fire Plans Examiner last year, the City no longer has their own-in-house licensed FPE; this necessitated the need to hire an On-Call FPE firm.

FPE design requires the services of a professional firm; accordingly, staff prepared a Request for Proposals (RFP 10-15) to solicit these on-call services, and on June 16, 2015, the RFP was published and made available to firms through the City's Division of

Procurement and Contracting, and by the July 16, 2015, deadline, proposals from the following 3 firms were received:

- Aon Fire Protection Engineering Corporation; San Diego, CA
- Guidepost Solutions, LLC; Los Angeles, CA
- TTG Structural, MEP, Civil Engineering & Construction Services; Ontario, CA

Following review of the proposals by a Selection Committee, the Committee unanimously selected Aon Fire Protection Engineering Corporation ("Aon FPE") as the most qualified firm. Aon FPE has been in business for over 75 years and became the first independent fire protection engineering firm to help insurance companies analyze and minimize risk to life and property. Aon FPE has extensive experience work with San Diego New Main Library, Palm Springs Public Library, San Diego County Administration Building, Palm Desert Middle School, Lowe's Companies – Palm Springs, Indio, Palm Desert and Beaumont, Hyatt Regency Suites, Palm Springs and College of the Desert, and various buildings in Palm Desert. Aon FPE regularly performs services for the Riverside County Fire Department and understands local rules and regulations.

Staff has prepared and recommends that the City Council approve a Professional Services Agreement with Aon FPE to provide the requested services for the City. The important points for City Council consideration related to these Agreements include:

- Contract Sum: Section 2.1 "Maximum Contract Amount" reflects the on-call nature of the Agreement, in that there is no defined cost other than the consultant's schedule of hourly rates and fees identified in Exhibit "D" of the agreements. This fact is reflected in Section 2.1 of the Agreement, which states:

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

It is expressly agreed that the maximum contract amount of this Agreement is undefined, and is subject to the number and type of projects requiring the Consultant's services throughout the duration of the term of this Agreement, if any. Consultant shall be entitled to compensation in accordance with separate City authorized "Task Orders" (Purchase Orders) with corresponding Not-to-Exceed payment amounts established pursuant to the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "D". Consultant's compensation shall be limited to the amount identified on each separate, individually authorized Task Order corresponding to a project requiring the services of the Consultant.

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. Aon FPE is not considered a local business, but has extensive experience performing services for a variety of clients located in the Coachella Valley.

ENVIRONMENTAL IMPACT:

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

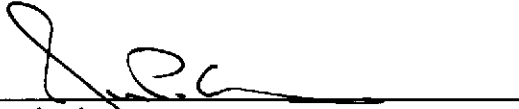
FISCAL IMPACT:

The proposed agreement provides services to the City as an on-call agreement, and has no specific contract sum. The scope of services required by these agreements will vary dependent upon the number and type of projects assigned to the various firms. The annual level of on-call services required by the agreement is unknown, and may significantly increase or decrease from year to year.

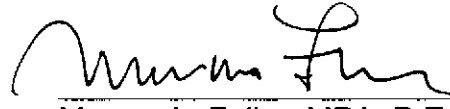
Expenditures for individual "Task Orders" approved for specific assignments associated with capital projects will be encumbered from funding previously budgeted and appropriated for that capital project. To the extent that services are required this fiscal year on a particular City project, funds have been appropriated in the Fiscal 2015/2016 budget in account 520-5641-43200.

SUBMITTED:

Prepared by:

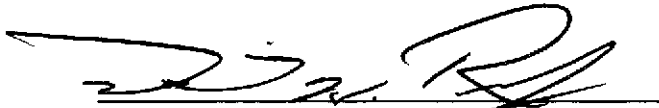


Jan Anderson
Interim Director of Maintenance & Facilities



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

Approved by:



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

Attachments:

1. Agreement

ATTACHMENT 1

**CITY OF PALM SPRINGS
PROFESSIONAL SERVICES AGREEMENT
ON-CALL FIRE PROTECTION ENGINEER DESIGN SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this _____ day of _____, 2015, by and between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, (hereinafter referred to as "City") and **Aon Fire Protection Engineering Corporation**, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need for As-Needed, "On-Call" Fire Protection Engineer Design Services for a variety of future public works projects, (hereinafter the "Project").

B. Consultant has submitted to City a proposal to provide As-Needed, "On-Call" Fire Protection Engineer Design Services for a variety of future public works projects to City pursuant to the terms of this Agreement.

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

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

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

1.0 SERVICES OF CONSULTANT

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

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Consultant's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract

Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; (2nd) the provisions of the Scope of Services (Exhibit "A"); as may be amended from time to time; (3rd) the provisions of the City's Request for Proposal (Exhibit "B"); and, (4th) the provisions of the Consultant's Proposal (Exhibit "C").

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

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

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

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

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

1.8 Performance of Services. City Manager or the City Engineer of the City, as provided in Section 2.1 of this Agreement, shall have the right at any time during the term of this Agreement to order the performance of services as generally described in the Scope of Services to perform extra or additional work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No Work may be undertaken unless a written order is first given by the City Manager or the City Engineer to the Consultant, incorporating therein the identification and

description of the Work to be performed, a maximum or not to exceed amount for such Work, and the time to perform this Agreement.

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

2.0 COMPENSATION

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

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment for time and materials based upon the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "D", or (iii) such other methods as may be specified in the Schedule of Compensation. Compensation shall include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense, and all other necessary expenditures required to perform the professional services under this Agreement. Compensation shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City; Consultant shall not be entitled to any additional compensation for attending said meetings. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefore.

It is expressly agreed that the maximum contract amount of this Agreement is undefined, and is subject to the number and type of city projects requiring the Consultant's services throughout the duration of the term of this Agreement, if any. Consultant shall be entitled to compensation in accordance with separate City authorized "Task Orders" (Purchase Orders) with corresponding Not-to-Exceed payment amounts established pursuant to the Consultant's Schedule of Hourly Billing Rates as shown on Exhibit "D". Consultant's compensation shall be limited to the amount identified on each separate, individually authorized Task Order corresponding to a city project requiring the services of the Consultant.

By approval of this Agreement, the City Council hereby authorizes the subsequent approval of individual Task Orders (Purchase Orders) in those amounts sufficient to cover the cost of required

services (pursuant to Schedule "D") necessary for city projects. Subject to existing cost limits established by municipal code.

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

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated under the terms of this Agreement, this Agreement shall continue in full force and effect for three (3) years. At the sole discretion of the City Manager, upon written notice to Consultant and mutual agreement, the term of this Agreement may be extended for two (2) additional one (1) year terms.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Garner A. Palenske, P.E. - Principal . It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

4.4 Independent Contractor.

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

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

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

5. INSURANCE

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

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

accordance with the provisions of this section.

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

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

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

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

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

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

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

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

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

- 5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way

imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

6.1 To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

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

A. To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents

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

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

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

7. REPORTS AND RECORDS

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

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

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

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice

provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

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

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

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

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

B. Consultant shall have sole control of the defense of any such claim or suit and all

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

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

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

To Consultant: Aon Fire Protection Engineering Corporation
Attention: Garner A. Palenske, P.E.
11770 Bernardo Plaza Court, Suite 116
San Diego, CA 92128
Telephone: (858) 673-5845
Facsimile: 858-673-5849
Email: garner.palenske@aon.com

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

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

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

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

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

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

(SIGNATURES ON FOLLOWING PAGE)

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

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

CONTENTS APPROVED:

By _____
City Clerk

By _____
City Manager

Date: _____

Date: _____

By _____
City Engineer

Date: _____

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:

By _____
City Attorney

Date: _____ Agreement No. _____

Date: _____

CONSULTANT

Name: Aon Fire Protection Engineering 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: 11770 Bernardo Plaza Court Suite 116
San Diego, CA 92128

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

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

State of California)
County of _____)

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.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide As-Needed, On Call Fire Protection Engineer Design Services to the City of Palm Springs. These services will be on an intermittent as-needed basis. The scope of work is generally described as follows:

Consultant must be a licensed California Fire Protection Engineer (FPE) consultant that has extensive experience in fire alarm design. The successful consultant will provide design and consulting services related to designing new, or upgrading existing, fire alarm systems located in City facilities. The scope of consultant's services shall be to provide designs, plans, technical specifications, and drawings which comply with local fire authority plan review and permitting requirements, and assist with document preparation necessary to provide potential fire alarm contractors sufficient information to bid the projects. All designs shall comply with applicable chapters of the *2013 California Fire Code*, *2013 NFPA 72 National Fire Alarm and Signaling Code* and the *2013 California Electric Code*.

Consultant may assist the City with various assignments including but not limited to:

1. Provide registered engineer for preparation of all requested plans, reports or opinions.
2. Understanding of current state and federal law with respect to the California Fire Codes, Alarms, Fire Protection and signaling codes.
3. Preparation of plans and specifications, recommendations for future projects and or assist with existing work in progress.

Consultant shall, upon request of City, provide proposal for the requested project. The proposal shall include Not to Exceed Cost based upon Exhibit D hourly rates, time for completion and schedule of work. At the conclusion of each project, Consultant shall submit to City a project completion file which contains all required project information, forms, certifications, communications, utility contacts, etc. An electronic version of the project plans and specifications (if any) shall also be submitted in accordance with City requirements.

Work shall include "kickoff" periodic coordination meetings, construction site visits, final project closeout and billing shall be monthly.

Responsibilities of the City:

1. The City will direct the development of individual projects in writing, provide management oversight, coordinate with third party consultants as needed and conduct administrative arrangements.
2. The City will provide Consultant with a brief scope of work for specific federally funded and/or locally funded projects as needed for City projects for Consultant's use in preparing a cost and time schedule estimate based upon billable hours and rates pursuant to this Agreement. If satisfactory, the City shall provide a written acceptance of Consultant's estimate and issue a separate Notice to Proceed as a Task Order. Alternately, the City may issue a Task Order to perform work without an estimate due to the nature of the project. All work will be based on the approved agreement.
3. The City will pay an agreed upon amount normally within 30 days after receipt of an approved invoice(s). The City may retain 5% of each invoice on as case by case basis for Task Orders that have been negotiated based on scope of work if the City feels it is appropriate.
4. The City will not be able to provide dedicated workspace facilities i.e. office space.
5. The City reserves the right to perform any portion of the scope of work with City personnel and/or by other Consultants.

END OF EXHIBIT "A"

EXHIBIT "B"
CITY'S REQUEST FOR PROPOSALS

CITY'S REQUEST FOR PROPOSALS FOLLOWS THIS PAGE

CITY OF PALM SPRINGS, CA

NOTICE INVITING REQUEST FOR PROPOSALS

For

ON-CALL FIRE PROTECTION ENGINEER DESIGN SERVICES (RFP 10-15)

NOTICE IS HEREBY GIVEN that Request for proposals (RFP 10-15), for providing On-Call Fire Protection Engineer Design Services for the City of Palm Springs, CA and will be received at the Office of Procurement & Contracting, City Hall, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. Local Time, THURSDAY, JULY 16, 2015**. Proof of receipt before the deadline is a City of Palm Springs, Department of Procurement and Contracting time/date stamp. It is the responsibility of the Proposer to see that any proposal sent through the mail, or by any other delivery method, shall have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Note that City Hall is open Monday thru Thursday and is closed every Friday, weekends and holidays. Late proposals will be returned unopened.

DESCRIPTION OF WORK: The work is comprised of providing On-Call Fire Protection Engineer Design Services for various City facilities located throughout the City. The City may select, at its sole discretion, more than one firm (or individual) and the term of the agreement may be up to a 5 year period.

OBTAINING RFP DOCUMENTS AND REGISTRATION:

The RFP document may be downloaded via the internet at the following direct page link <http://www.palmsprings-ca.gov/index.aspx?page=85> (or by visiting www.palmspringsca.gov and clicking on Government, then Departments, then Procurement and then open Bids and Proposals). Upon downloading the document it is **IMPERATIVE** that you contact Leigh Gileno, Procurement Specialist II, via email at Leigh.Gileno@palmspringsca.gov or by phone at (760) 322-8374 to **officially register for this specific project** with your company name, address, phone, fax, contact person and email address. Failure to officially register may result in not receiving addenda to the RFP. Failure to acknowledge addenda to the RFP may render your proposal as non-responsive.

SELECTION PROCESS AND AWARD OF CONTRACT: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal(s) best meet the requirements set forth in the RFP document. **PRICE IS NOT EVALUATED AS PART OF THE EVALUATION CRITERIA.** The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Palm Springs City Council. The selected firm(s) will be required to comply with all insurance and license requirements of the City.

All expenses associated with the preparation, submission of an RFP proposal to the City, or participation in any presentations, interviews or any other element of the RFP process shall be the sole financial responsibility of the Proposer.

Leigh Gileno

Procurement Specialist II
City of Palm Springs
Procurement & Contracting Dept.
June 16, 2015



CITY OF PALM SPRINGS, CA

REQUEST FOR PROPOSALS #10-15 for

ON-CALL FIRE PROTECTION ENGINEER DESIGN SERVICES

Request for proposals (RFP 10-15), for as needed, On-Call Fire Protection Engineer Design Services to the City of Palm Springs, CA 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, July 16, 2015**. It is the responsibility of the Proposer to see that any proposal 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 proposals. Telegraphic, telephonic, faxed, emailed or other electronic or media transmission of RFP proposals will not be accepted. Late RFP proposals will be returned unopened. Failure to register as a Proposer to this RFP process per the instructions in the Notice Inviting Request for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions provide in the Notice.

1. BACKGROUND INFORMATION AND GENERAL DESCRIPTION

The purpose of this Request for Proposals (RFP) is to enter into an agreement for On-Call Fire Protection Engineer Design Services with a licensed California Fire Protection Engineer (FPE) consultant that has extensive experience in fire alarm design. The successful consultant will provide design and consulting services related to designing new, or upgrading existing, fire alarm systems located in City facilities. The scope of consultant's services shall be to provide designs, plans, technical specifications, and drawings which comply with local fire authority plan review and permitting requirements, and assist with document preparation necessary to provide potential fire alarm contractors sufficient information to bid the projects. All designs shall comply with applicable chapters of the *2013 California Fire Code*, *2013 NFPA 72 National Fire Alarm and Signaling Code* and the *2013 California Electric Code*.

The City of Palm Springs is a Charter City in eastern Riverside County, CA with a population of over 48,000. Examples of the types of projects that may be contemplated under this contract for design services may include, but are not limited to designing new or upgrading fire protections systems at the following City facilities: City Yard, I-Hub Building, Desert Highland Community Center, Library and Police Department. **The City exclusively reserves the right to select and assign a successful firm from the RFP process (or firms if desired) for each project as it determines is in the best interest of the City and the specific project. As the projects remain unapproved at this time and will vary in size and scope, there is no guarantee of work nor is there any implied or promised rotation method for project assignments.**

2. PROJECT OBJECTIVE AND SCHEDULE

The objective of this solicitation is to hire a firm(s) or individual(s) to provide, on an as-needed basis, Fire Protection Engineer design services for various City facilities on behalf of the City.

Fire Protection Engineer design services are expected to be required over the next five-year period and a contract(s) shall be negotiated for whatever term is determined to be in the best interests of the City.

RFP SCHEDULE

Notice for Request for proposals posted and issued Tuesday, June 16, 2015

Deadline for receipt of Questions.....3:00 P.M., Tuesday, July 7, 2015

Deadline for receipt of Proposals 3:00 P.M., Thursday, July 16, 2015

Short List / Interviews, **if desired by City* to be determined

Contract awarded by City Council to be determined

NOTE: There will NOT be a pre-proposal conference for this procurement.

****Dates above are subject to change.***

3. SCOPE OF SERVICES

The **SCOPE OF SERVICES** and principle responsibilities may include, but are not limited to, the following: (all services may or may not be necessary on each project)

The scope of consultant’s services shall be to provide designs, plans, technical specifications, and drawings which comply with local fire authority plan review and permitting requirements, and assist with document preparation necessary to provide potential fire alarm contractors sufficient information to bid the projects.

It will be the responsibility of the successful firm(s) or consultant(s) to determine the necessary staffing level required to perform the scope of services. The City will **NOT** provide dedicated work space or office space, city staff or city resources, printing or copying services, or clerical assistance in the performance of this agreement. The City reserves the right to perform any portion of the scope of work with City personnel and/or by other Consultants.

Consultant may assist the City with various assignments including but not limited to:

1. Provide registered engineer for preparation of all requested plans, reports or opinions.
2. Understanding of current state and federal law with respect to the California Fire Codes, Alarms, Fire Protection and Signaling Codes.
3. Preparation of plans and specifications, recommendations for future projects and or assist with existing work in progress.

Consultant shall, upon request of City, provide proposal for the requested project. The proposal shall include Not to Exceed Cost based upon Exhibit D hourly rates, time for completion and schedule of work. At the conclusion of each project, Consultant shall submit to City a project completion file which contains all required project information, forms, certifications, communications, utility contacts, etc. An electronic version of the project plans and specifications (if any) shall also be submitted in accordance with City requirements. Work shall include “kickoff” periodic coordination meetings, construction site visits, final project closeout and billing shall be monthly.

Responsibilities of the City:

1. The City will direct the development of individual projects in writing, provide management oversight, coordinate with third party consultants as needed and conduct administrative arrangements.
2. The City will provide Consultant with a brief scope of work for specific federally funded and/or locally funded projects as needed for City projects for Consultant's use in preparing a cost and time schedule estimate based upon billable hours and rates pursuant to this Agreement. If satisfactory, the City shall provide a written acceptance of Consultant's estimate and issue a separate Notice to Proceed as a Task Order. Alternately, the City may issue a Task Order to perform work without an estimate due to the nature of the project. All work will be based on the approved agreement.
3. The City will pay an agreed upon amount normally within 30 days after receipt of an approved invoice(s). The City may retain 5% of each invoice on a case by case basis for Task Orders that have been negotiated based on scope of work if the City feels it is appropriate.
4. The City will not be able to provide dedicated workspace facilities i.e. office space.
5. The City reserves the right to perform any portion of the scope of work with City personnel and/or by other Consultants.

4. PRIOR CITY WORK

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

5. SELECTION PROCESS AND EVALUATION CRITERIA

The City of Palm Springs is utilizing a Qualifications Based Selection process to select a firm to provide the professional services requested by this RFP. The City shall review the proposals submitted in response to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date, if desired by the City. 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.

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(s). Consistent with Federal, State and Local laws for the acquisition of professional services, price is **NOT** an evaluation criteria. Cost proposals submitted in **separate** sealed envelopes are not opened, nor considered during proposal evaluations. Upon selection of the most qualified firm(s), the associated cost proposal will be used as a basis for contract negotiations. Contracts shall be negotiated on the basis of the submitted Cost Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements. Should successful negotiations not occur with the highest ranked firm(s), the City may, at its sole discretion, choose to enter into negotiations with the other firms in descending ranking order, if so desired.

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

- A. Firm Qualifications, Experience and Background (35 POINTS):**
- B. Understanding Fire Protection Engineer services (35 POINTS):**
- C. References and Experience with Projects of Similar Size and Scope (25 POINTS):**

D. Local Expertise Demonstrated on the Team (5 POINTS):

Firms that qualify as a Local Business, or employ local sub-consultants, and submit a valid business license as more fully set forth in Section D.1 below, pursuant to the City of Palm Springs Local Preference Ordinance 1756). The full local preference, five (5) points, will be awarded to those that qualify as a Local Business. Two (2) points will be awarded to a non-local business that employs or retains local residents and/or firms for this project. Non-local firms that do not employ or retain any local residents and/or firms for this project shall earn zero (0) points for this criteria.

6. PROPOSAL CONTENTS AND SPECIAL CONDITIONS

Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 5 above. **The proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾" margins, and may be no more than a total of twenty five (25) pages (sheets of paper, double sided is OK), including a cover letter, organization chart, staff resumes, appendices, and any exceptions to language, sample agreement, or insurance requirements. NOTE: Dividers, Attachment "A", Addenda acknowledgments, and the Cost Proposal (*in a separate sealed envelope*) do NOT count toward the 25 page limit. Interested firms shall submit SIX (6) copies (one marked "Original" plus five (5) copies) of both your Technical/Work Proposal and your Cost Proposal, and **one (1) Thumb Drive or CD** of the entire proposal, by the deadline.**

All proposals shall be sealed within one package and be clearly marked, "RFP #10-15, REQUEST FOR PROPOSALS FOR ON-CALL FIRE PROTECTION ENGINEER DESIGN SERVICES". Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Qualifications/Work Proposal. **Proposals not meeting the above criteria may be found to be non-responsive.**

Each proposal package must include two separately sealed envelopes:

ENVELOPE #1, clearly marked "Qualifications/Work Proposal", shall include the following items:

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

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

- List the current 2015 hourly rate for all classifications of personnel who may work on a City Project.
- List any reimbursable expenses the City may incur.
- List any additional costs, such as drive time, that the City may incur in conjunction with the performance services.
- The City shall include a provision in the final agreement with the selected firm(s) for annual CPI adjustments of the hourly rates after the first year of contract execution. Annual cost-of-living adjustments, if any, shall be based on the Consumer Price Index (CPI) for All Urban Consumers, for Los Angeles-Riverside-Orange County, CA.
- **Do NOT include Attachment "A" in the Cost Proposal envelope. Attachment "A" is to be included in Envelope #1, Qualifications/Work Proposal.**

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

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

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

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

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

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

A.5 Indicate the name of any sub-consultant firms that will be utilized to make up your team. Describe each sub-consultant's background and specific expertise that they bring to this project.

SECTION B: UNDERSTANDING FIRE PROTECTION ENGINEERING METHODOLOGY

B.1 Describe in detail the steps that your firm would follow to provide on-call fire protection engineer design services, including your work plan process and methodology.

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

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

B.4 Identify a design project, for which your firm and the staff proposed for this contract provided Design Services, and describe how you applied your firm's skills and abilities in the following areas:

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

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

C.1 Provide a minimum of three (3) references for recently completed Fire Protection Engineer Design Services for projects of a similar size and scope where the key personnel identified above provided the professional services required. At least two (2) of the references shall be for public/government agency

projects. Provide contact information, including full name and a current phone number, for each project identified.

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

SECTION D: LOCAL EXPERTISE DEMONSTRATED ON THE TEAM

D.1 Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including consultant services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The contractor or consultant will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and subconsultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A) and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley with its proposal.**

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

DEADLINE FOR SUBMISSION OF PROPOSALS: All proposals must be received in the City of Palm Springs, Department of Procurement and Contracting office by **3:00 P.M., LOCAL TIME, THURSDAY, JULY 16, 2015.** Proof of receipt before the deadline is a City of Palm Springs, Department of Procurement and Contracting time/date stamp. It is the responsibility of the Proposer to see that any proposal sent through the mail, or by any other method, shall have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Late proposals will be returned to the Proposer unopened. **Proposals shall be clearly marked and identified and must be submitted in a sealed package to:**

**City of Palm Springs
Department of Procurement and Contracting
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: Leigh Gileno, Procurement Specialist II**

PLEASE NOTE THAT PALM SPRINGS CITY HALL IS CLOSED EVERY FRIDAY, AND THEREFORE IS NOT ABLE TO ACCEPT, TIME OR DATE STAMP ANY PROPOSALS ON FRIDAYS (OR

WEEKENDS AND HOLIDAYS). PLEASE TAKE THIS INTO CONSIDERATION WHEN DELIVERING A PROPOSAL BY THE DUE DATE AND TIME AS DEFINED IN THIS DOCUMENT.

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

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

**Leigh Gileno
Procurement Specialist II
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
via FAX (760) 323-8238
or via EMAIL: Leigh.gileno@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, Tuesday, July 7, 2015.** 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 successful firm(s) 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 – provided as Attachment “B” hereto. Please note that the Exhibits in the sample contract are intentionally not complete and will be negotiated with the selected firm and will appear in the final Professional Services Agreement executed between the parties. Any exceptions to the language contained in the RFP document, sample agreement, including the Insurance Requirements, **MUST** be included in the proposal and clearly defined and may be considered in the evaluation process.

Failure or refusal to enter into an Agreement as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for an annulment of the award. If the highest ranked firm refuses or fails to execute the Agreement, or negotiations are not successful, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked firm, and so on.

AWARD OF CONTRACT: The City reserves the right to award a contract to multiple Proposers or to a single Proposer, or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract(s) will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm(s) to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final. **The City exclusively reserves the right to select and assign a successful firm from the RFP process (or firms if desired) for each project as it determines is in the best interest of the City and the specific project. As the projects remain unapproved at this time and will vary in size**

and scope, there is no guarantee of work nor is there any implied or promised rotation method for project assignments.

Please note: this RFP does not necessarily identify each specific, individual task required to successfully and completely implement this proposed scope of services. 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 consider in its proposal all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, 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 and the resulting final negotiated scope and pricing.

RIGHT TO ACCEPT OR REJECT PROPOSALS: The City of Palm Springs reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

INSURANCE: Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these provisions. It is recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

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

PUBLIC RECORD: All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, pursuant to CA Government Code 6255 during the negotiation process, may be made public after the City's negotiations are completed, and staff has recommended to the City Council the award of a contract to a specific firm, but before final action is taken by the City Council to award the contract.

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

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

responsible for any damages or losses incurred by a party submitting a proposal or any other person or entity, because of the release of such information. The City will not return the original or any copies of the proposal or other information or documents submitted to the City as part of this RFP process.

NOTE THAT THE CITY MAY NOT RECOGNIZE PROPOSALS WHERE ALL OF THE INFORMATION, VIA A BLANKET STATEMENT, IS SUBMITTED AS PROPRIETARY INFORMATION OR A TRADE SECRET. SUCH PROPOSALS MAY BE FOUND NON-RESPONSIVE.

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

COMPLIANCE WITH LAW. Proposer warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

LICENSES, PERMITS, FEES, AND ASSESSMENTS. Proposer represents and warrants to City that it will obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services requested in this RFP. Proposer represents and warrants to City that Proposer shall, at its sole cost and expense, keep in effect at all times during the term of the Agreement if so awarded, any license, permit, qualification, or approval that is legally required for Proposer to perform the Work and Services under the Agreement if so awarded. Proposer shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Proposer's performance of the Work and Services required under the Agreement if so awarded. Proposer shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

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

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

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

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

ATTACHMENT "A"

RFP 10-15 for ON-CALL FIRE PROTECTION ENGINEER DESIGN SERVICES

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN ENVELOPE #1, "QUALIFICATIONS/WORK PROPOSAL"

SIGNATURE AUTHORIZATION

NAME OF PROPOSER/FIRM:

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

SIGNATURE

PRINT NAME

B. The following information relates to the legal consultant 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

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

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

2. My tax identification number is: _____

ADDENDA ACKNOWLEDGMENT:

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

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

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

EXHIBIT "C"
CONSULTANT'S PROPOSAL

CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE



Statement of Qualifications

City of Palm Springs RFP #10-15 - Request for Proposals
for On-Call Fire Protection Engineer Design Services



City of Palm Springs
Department of Procurement and Contracting
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attention: Leigh Gileno, Procurement Specialist II
July 16, 2015

Aon Fire Protection Engineering Corporation | aonfpe.com



Cover Letter

July 16, 2015

Ms. Leigh Gileno
Procurement Specialist II
City of Palm Springs
Department of Procurement and Contracting
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Dear Ms. Gileno:

Thank you for allowing Aon the opportunity to submit qualifications for the City of Palm Springs RFP #10-15 - Request for Proposals for On-Call Fire Protection Engineer Design Services.

A great deal of care, attention, and effort went into preparing our submittal. In the course of reviewing our response, we trust our attention to detail will be apparent to you. Our response is intended to demonstrate our commitment to providing quality, fee-efficient, and timely services.

More importantly, we hope it demonstrates our commitment to the City of Palm Springs.

Please let us know if we can assist in any way as you work through the selection process.

Sincerely,

Aon Fire Protection Engineering Corporation



Qui Duong, P.E.
Office Leader, San Diego
+1.858.716.2783
qui.duong@aon.com

Upw

City of Palm Springs RFP #10-15
On-Call Fire Protection Engineering Design Services

AON 2

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Aon Fire Protection Engineering Corporation

Section A – Firm Qualifications, Project Team, Experience, and Background

A.1 Aon FPE Firm Contact Information

Firm Name	Aon Fire Protection Engineering Corporation
Firm Type	Corporation
State Incorporated	Delaware
Address	11770 Bernardo Plaza Court, Suite 116 San Diego, CA 92128
Phone Number	1.858.673.5845
Fax Number	1.858.673.5849
Contact Person	Qui Duong, P.E., Office Leader
E-mail Address	qui.duong@aon.com

A.2 Firm Principal with Contract Binding Authority

Principal's Name	Garner A. Palenske, P.E.
Title	Senior Vice President US West Region
Phone Number	1.858.673.5845
E-mail Address	garner.palenske@aon.com

A.3 Aon FPE's Background and Qualifications

Firm Background

Founded in 1939, Aon Fire Protection Engineering (formerly known as Schirmer Engineering) became the first independent fire protection engineering firm to help insurance companies analyze and minimize risk to life and property. Since then, we have been a leader in the evolution of the industry. In 2010, Schirmer Engineering Corporation changed its name to Aon Fire Protection Engineering Corporation (Aon FPE) to align the organization more closely with its parent company, Aon. We have been developing innovative and cost-effective systems and programs to protect people and property for over 75 years.

Through our firm's tradition of defining innovative, client-oriented engineering and risk control services, we have built one of the industry's largest, oldest, and most widely respected fire protection engineering firms. As a result of the firm's support of, and participation in, organizations such as the National Fire Protection Association (NFPA), International Building Code (IBC), American Society for Testing and Materials (ASTM), Society of Fire Protection Engineers (SFPE), American Society for Industrial Security (ASIS), and numerous codes and standards committees, we have developed a tradition of remaining on the leading edge of fire protection and security technology.

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On-Call Fire Protection Engineering Design Services

Aon FPE is a leading global provider of fire protection engineering, code consulting and security consulting services.

Aon FPE is known for helping clients avoid costly project and code compliance pitfalls early on in the design stages.



Firm Qualifications

Aon FPE is uniquely qualified to perform fire alarm design services for the following reasons:

- The proposed project team was selected for City of Palm Springs projects based upon their extensive experience providing fire alarm design services for similar projects and specialized expertise. The team has over 100 years of combined experience with like projects, have worked on projects in the Coachella Valley and throughout Riverside County, and they are familiar with the jurisdiction.
- Aon FPE has extensive experience working on city, county, and government projects, such as the Palm Springs Public Library, San Diego New Main Library, San Diego County Administration Building, Ronald Reagan State Building (Los Angeles), Oceanside California Highway Patrol Facility, Perris Sheriff's Station, and the Riverside County Transportation Highway Operations Center.
- Aon FPE works regularly with the Riverside County Fire Department and understands local rules and regulations. Our services will address local requirements, thus minimizing costly redesign. The result will be lower overall project cost as well as minimization of construction schedule interruption.
- Aon FPE is an industry leader in the use of BIM for the design of fire protection systems. By using Autodesk Revit MEP, the industry's leading BIM software, Aon FPE designs sprinkler, fire alarm, and egress systems in three-dimensional environments. The use of BIM enables early decision-making, better documentation, evaluation of alternatives for sustainable design, and improved coordination of all building mechanical systems.

BIM Giants: Firms enhance BIM/VDC with advanced collaboration tools [2014 Giants 300 Report]

Cloud-based data sharing, rapid iterative design, and cross-discipline collaboration are among the emerging trends in the BIM/VDC field, according to BD+C's 2014 Giants 300 Report.

TOP BIM ENGINEERING FIRMS

Rank	Company	2013 BIM Revenue
51	H.F. Lenz	3,375,000
52	CJL Engineering	3,250,000
53	Apogee Consulting Group	2,848,268
54	Primerica Engineers	2,300,000
55	KCI Technologies	1,795,000
56	RMF Engineering	1,750,000
57	Wick Fisher White	1,123,000
58	Wallace Engineering	1,100,000
59	GHT Limited	1,100,000
60	Aon Fire Protection Engineering Corp.	1,000,000
61	ThermalTech Engineering	1,000,000

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Prior Select Projects in Palm Springs and the Coachella Valley

- College of the Desert, Various Buildings – Palm Desert, CA
- Dick's Sporting Goods – Palm Desert, CA
- Duke Perris Logistics Center Buildings 1 and 2 – Perris, CA
- Embassy Suites – Palm Desert, CA
- Fairfield Resorts – Palm Springs, CA
- Hyatt Regency Suites – Palm Springs, CA
- Indio High School, Various Buildings – Indio, CA
- Kimpton Hotels, Palomar Hotel – Palm Springs / FLS Code
- Larson Justice Center – Indio, CA
- Lowe's Companies – Beaumont, CA
- Lowe's Companies – Indio, CA
- Lowe's Companies – Palm Desert, CA
- Lowe's Companies – Palm Springs, CA /AVS
- Palm Desert Middle School – Palm Desert, CA
- Palm Springs Public Library – Palm Springs, CA
- Polo Square – Indio, CA
- San Geronio Memorial Hospital, Various Buildings and Facilities – Banning, CA
- Sheraton Desert Cove Hotel – Cathedral City, CA
- Walmart – Beaumont, CA

Prior Select City Plan Review Jurisdictions

Aon FPE has conducted recent city plan review services for the following jurisdictions in Southern California:



Chino Valley Independent Fire District, CA

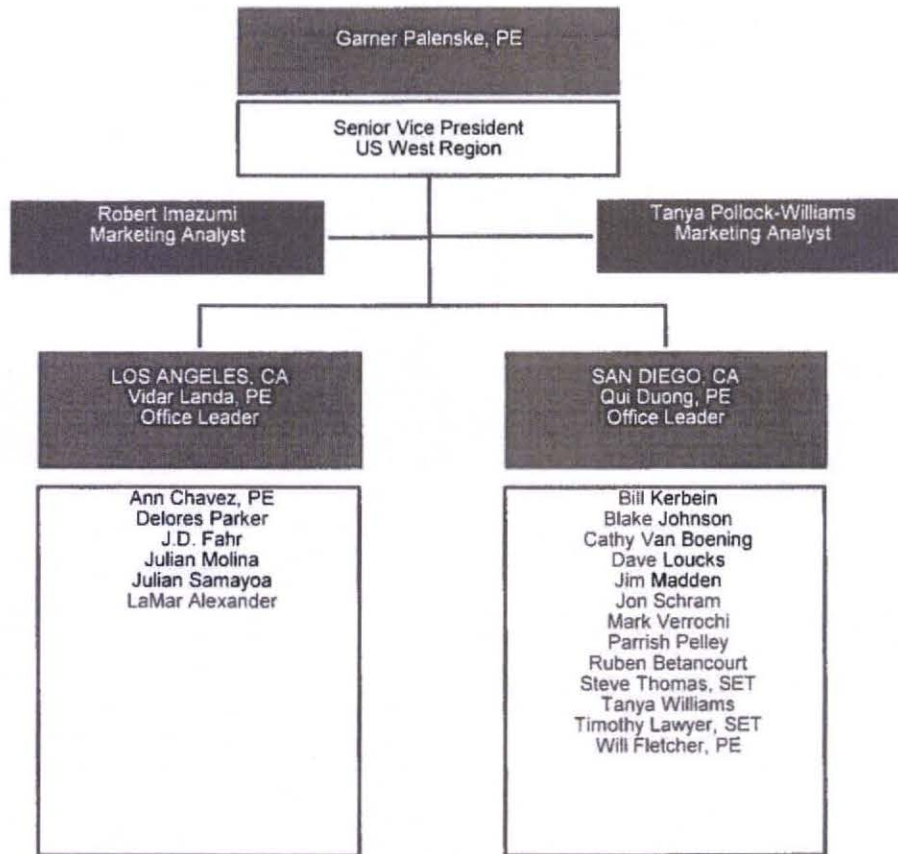


Encinitas Fire Department, CA



Rancho Santa Fe Fire Protection District, CA

Organization Chart of San Diego and Los Angeles Aon FPE offices



A.4 Aon FPE Key Project Team Members and Qualifications



Garner Palenske, P.E. | Senior Vice President, US West Region

Project Role: Overall Quality Control, Code Consulting, Fire Alarm and Sprinkler System Design Peer Review

Education: B.S., Civil Engineering (Structural Concentration)
California State University Fullerton, 1986

B.A., Business Administration, California State University Fullerton, 1979

Professional Licenses:

- California # FP 1216, Exp. 6/30/2017
- Arizona # 40464, Exp. 3/31/2016
- Minnesota # 41194, Exp. 6/30/2016
- New Mexico # 17425, Exp. 12/31/2016
- Nevada # 021932, Exp. 12/31/2015
- Utah # 7317182-2202, Exp. 3/31/2017

Availability: Garner will be 50-percent available for City of Palm Springs projects.

Mr. Palenske is a registered Fire Protection Engineer with over 29 years in the industry. His experience includes fire alarm system design and testing, computer fire modeling, smoke control system design and testing, code analysis, and automatic fire sprinkler system design and testing. Garner's project management experience includes the design of new facilities, renovation of existing facilities, retrofit in existing facilities, site investigations, and evaluation and assessment of historic structures. Typical occupancies include educational facilities, high-rise buildings, historic structures, hospitals and medical centers, laboratories, military buildings, offices, research, and warehouses.

Throughout his career, Mr. Palenske has been heavily involved in the code development process. Presently, he serves on the National Fire Protection Association's "Automatic Sprinkler System Committee," (NFPA 13). Prior to joining Aon Fire Protection Engineering, Mr. Palenske was the Fire Protection Engineer for the San Diego City Fire Department. His responsibilities included establishing technical policies, code adoption, and design parameters with project design teams.



Qui Duong, P.E. | Office Leader

Project Role: Engineer of Record, Code Consulting, Fire Alarm and Sprinkler System Design Peer Review

Education: B.S., Mechanical Engineering, Ecole Polytechnique de Montreal, University of Montreal, Quebec, Canada 1986

Professional Licenses:

- California # FP 1573, Exp. 6/30/2017
- Arizona #48837, Exp. 12/31/2017
- Colorado # 42364, Exp. 10/31/2015
- Montana # 29508PE, Exp. 6/30/2016
- Nevada # 021919, Exp. 12/31/2016
- Oregon # 81973PE, Exp. 12/31/2015
- Texas # 113597, Exp. 12/31/2015
- Washington # 44944, Exp. 5/1/2017
- Wyoming # 14047, Exp. 12/31/2015

Availability: Qui will be 70-percent available for City of Palm Springs projects.

Mr. Duong is a registered Fire Protection Engineer with over 28 years of experience in the industry. His experience includes code analysis, fire protection system design and testing, plan review services, high-piled storage analysis, loss prevention and control services, hazardous occupancy analysis, and plan reviews / inspections of new construction projects. His project management experience includes city, county, and government buildings, casinos, hospital and health care facilities, hotels, military, industrial manufacturing facilities, and pharmaceutical research laboratories.

Prior to joining Aon FPE, Mr. Duong was a Fire Protection Consultant for more than 16 years with GE Global Asset Protection Services (GE GAPS) and Factory Mutual. His responsibilities included assisting customers physically protect their facilities against the hazards of fire, explosion, earthquake, and other hazards.



Timothy Lawyer, S.E.T. | Project Manager

Project Role: Project Manager, Senior Fire Alarm and Smoke Control Designer

Education: University of California, San Diego Extension –
HVAC System Design and Control, 2001
Fire Protection Certificate, 1995

Grossmont College, Evidence Technology, and Cuyamaca College, Electronics

Professional Certifications:

- National Institute for Certification in Engineering Technologies (NICET):
 - Level IV Fire Alarm Systems, Level III – Special Hazard Systems Layout
 - Alternate on NFPA 72 Technical Committee

Availability: Timothy will be 70-percent available for City of Palm Springs projects.

Mr. Lawyer has over 24 years of experience in the areas of fire alarms, security alarms, access control, and special hazard suppression systems. His responsibilities include project management, site surveys, preparing cost estimates, producing design drawings, writing technical specifications, smoke control special inspections, developing project schedules, and witnessing final acceptance tests for new construction and retrofit projects. Timothy's project experience includes hospital and healthcare facilities, airports, casinos, high-rise offices, hotels, regional malls, large mixed-use buildings, educational facilities, retail spaces, military sites, and many other unique structures.

In addition to fire alarm design, Mr. Lawyer has developed expertise in troubleshooting mechanical smoke control and fire alarm systems. He has assisted building owners and developers in resolving complex fire alarm and mechanical smoke control issues during construction to help open buildings on time. Mr. Lawyer's expertise and background in the design and installation of special hazard systems have also provided crucial support as an expert witness for kitchen hood suppression system installation practices, and support for the investigation of grease fires in mechanical hood and duct systems.



David Loucks | Senior Fire Alarm Design Consultant

Project Role: Senior Fire Alarm Designer

Availability: David will be 90-percent available for City of Palm Springs projects.

Mr. Loucks will serve as Project Manager for all City of Palm Springs projects. He will be the main point of contact for daily issues, as well as the senior fire alarm designer. David is a Senior Designer specializing in fire alarm systems with over 40 years of experience in the design and installation of fire alarm, security, and public address systems for various occupancies including commercial, hospital and healthcare facilities, high-rise buildings, educational facilities, offices, and residences. In addition to his industry practice, David is an accomplished fire alarm design standards educator. He was a faculty member of the University of California, San Diego Fire Protection Technology Program, and has taught National Institute for Certification in Engineering Technologies (NICET) preparation courses for the International Brotherhood of Electrical Workers (IBEW).

Prior to joining Aon FPE, David worked as a fire alarm and security system contractor and was responsible for design, engineering, and project management. His experience included retrofit and replacement systems, site network systems, and smoke-control systems.



Ann Chavez, P.E. | Senior Fire Alarm Design Consultant

Project Role: Senior Fire Alarm and Smoke Control Designer

Education: B.S., Civil Engineering, California State University, Fullerton, CA

Professional License:

- California # FP 1633, Exp. 6/30/2016

Availability: Ann will be 65-percent available for City of Palm Springs projects.

Ms. Chavez is a registered Fire Protection Engineer with over 20 years in the industry. Her experience includes negotiation with public officials, building and fire code consulting, smoke control systems design, due diligence surveys, plan review, fire risk assessment, fire alarm and sprinkler system testing and hazardous materials handling and storage. Her working knowledge of the Uniform and International Fire Codes (UFC & IFC) and the National Fire Code (NFC) helps to provide efficient project design and management.

Ms. Chavez's project experience includes high-rise office and residential buildings, educational facilities, university and private sector laboratories, assembly occupancies, historical buildings, manufacturing, warehousing, retail centers, airports, libraries, mixed-use retail and healthcare facilities. Ann is well versed in coordinating efforts with fire authorities, owners, designers, and users. Her experience involves managing large-scope multiple phase projects involving egress analysis, hazardous materials handling and storage, structural fire protection, fire and building code outline reports, plan check and has experience with both new construction and renovated buildings.

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Parrish Pelley | Senior Fire Alarm Design Consultant

Project Role: Senior Fire Alarm Designer, Fire Sprinkler System Designer

Education / Certificate: Electronic Drafting Technology, Electronic Circuit Board Design, Architectural Design, Palomar College, San Marcos, CA 1991

AutoDesk Revit MEP Certificate of Completion, 2011

MiraCosta College, Oceanside, CA, 1991

Availability: Parrish will be 85-percent available for City of Palm Springs projects.

Mr. Pelley is a Senior Design Consultant with over 23 years of experience in the fire protection field. Parrish specializes in the layout and design of fire alarm, smoke control, and other low voltage electrical systems, including mass notification and nurse call systems. His extensive AutoCAD and Building Information Modeling (BIM) knowledge allows him to efficiently designing systems in various industries including hospitals and medical centers, high-rise buildings, commercial occupancies, retail stores, and educational facilities.

Prior to joining Aon Fire Protection Engineering (Aon FPE), Parrish worked as a design manager for a nationwide electrical and engineering contractor. His excellent project management skills contributed to the seamless and proficient principal design interface amongst clients, project team members, and field installation teams.



Mark Verrochi | Associate Consultant

Project Role: Fire / Life Safety Building Code Consulting

Education: B.S. Civil Engineering and B.S. Mechanical Engineering, Worcester Polytechnic Institute, 2006

Masters of Science, Fire Protection Engineering, Worcester Polytechnic Institute, 2008

Availability: Mark will be 80-percent available for City of Palm Springs projects.

Mr. Verrochi has seven years of experience in the fire protection engineering industry. Specifically, he specializes in building and fire code consulting. His primary responsibilities include code review and compliance, fire alarm review, egress and life safety analysis, wildland fire exposure protection analysis, hazardous materials studies, and fire protection risk assessments. His background includes city plan reviews and analysis, and consulting in a variety of industries. Facility types include higher education, K-12, pharmaceutical, military, solar, healthcare, high-hazard, and retail.

Well versed in building codes, Mr. Verrochi yields value to design teams by identifying building design deficiencies in a timely manner, and by providing proper documentation and guidance to facilitate the necessary approaches to obtaining building permits.



Rubén Betancourt | Associate Design Consultant

Project Role: Fire Sprinkler System Designer

Education: AAS, Computer Aided Drafting Technology, ITT Technical Institute, 2000

Availability: Rubén will be 80-percent available for City of Palm Springs projects.

Mr. Betancourt has over 15 years of experience in the fire protection engineering industry. His responsibilities include preparing design drawings using 3D BIM software such as Revit MEP and AutoCAD, producing hydraulic calculations, performing site surveys, and witnessing water flow and fire pump tests. In addition to his automatic sprinkler system design experience, Rubén is highly skilled and competent in the areas of mechanical, architectural, electrical, structural, and civil drafting. Mr. Betancourt's project experience includes "big box" stores, hospitals, education facilities, and high-rise buildings.

A.5 Aon FPE Sub-consultants

Aon FPE will not retain any sub-consultant firms to fulfill fire protection engineering requirements on City of Palm Springs projects.

Section B – Understanding Fire Protection Engineering Methodology

B.1 Work Plan Process and Methodology

Aon FPE conducts both technical and quality assurance review of all projects. Prior to work leaving our office, all deliverables receive a technical peer review to ensure the appropriate selection of analytical methods, assumptions, and inputs to confirm the results and conclusions of the study. Following incorporation of any technical comments, each deliverable undergoes an additional quality review to ensure that the documents meet our requirements for content, form, and traceability.

We are dedicated to providing services that will result in overall value to our clients. This is achieved by:

- Identifying potential issues early in the project development that could otherwise lead to costly changes or time delays.
- Providing a consistent overview of the project to help maintain project concepts while considering applicable codes/standards.
- Serving as an essential element of technical quality control.
- Reviewing designs, concepts, etc., to reduce potential contractor change orders.
- Reducing cost by applying progressive concepts for achieving code-compliant designs.
- Providing fire protection and security system designs that use state-of-the-art equipment to insure quality products are used for your projects.
- Providing innovative approaches to building design through the use of performance-based methods and computer fire modeling techniques.
- Working closely with local building officials to assure the building is permitted for Certificate of Occupancy in a timely manner.
- Hiring the best talent and top graduates from the leading engineering schools.
- Investing heavily in our staff's on-going technical and project management education to enhance and maintain our staff's awareness of new fire protection technologies, methodologies, and industry trends in order to develop state-of-the-art designs and provide quality service to our clients.
- Maintaining relationships with building and fire departments to increase the likelihood of acceptance of proposed equivalencies.
- Maintaining our staff's professional edge by hiring top-level industry practitioners, and rewarding our staff for individual and team achievements.

The workflow process used to achieve the goals above, are broken into the following phases:

- Phase 1 – Site Visit Surveys, Review Existing Documents, Design Team Planning
- Phase 2 – Systems Design and Preparation
- Phase 3 – Drawing Submittals for approval by the Client and/or Authority Having Jurisdiction
- Phase 4 – Bid Services
- Phase 5 – Construction Administration Support

Aon FPE has instituted a set of policies and procedures for the design and survey of fire alarm replacement and upgrade projects that not only provides a smaller environmental footprint, but also results in a cost efficient, sustainable, and value-engineered system. Aon FPE has been involved in numerous designs that have been certified by LEED (Leadership in Environmental and Energy Efficient Design) from the U.S. Green Building Council.

During the survey phases, our team will also inspect the existing conduits, wiring, and supporting equipment to determine if they can be reused and left in place. This will greatly lower equipment and construction costs for the City of Palm Springs. In the design phases, value engineering concepts and factors will be incorporated. Life-cycle costs, maintenance and operational costs, and energy efficiency will also be taken into account.

B.2 Project Management – Budget and Schedules

All Aon FPE projects are led by experienced project managers familiar with control of budget and schedule for similar projects. Due dates for milestones and key deliverables are defined with the client at the beginning of the project. Project status, upcoming deliverables, challenges, and work force needs are discussed at weekly meetings, with adjustments made to resources as necessary.

Aon FPE is acutely aware of the need to monitor project cost and schedules. All costs and hours charged to projects are monitored on a continuous basis, with the use of performance management software, such as Deltek Vision. The project manager obtains summary reports, which details hours charged to the project, costs incurred, and an overall project financial analysis. This early and constant monitoring of the project forewarns the project manager of any potential difficulties with the schedule and cost of the project.

B.3 Project Management Tools

Aon FPE uses various software programs, such as Deltek, MS Project, and other software for project management, scheduling, and budgeting. We also use some of the most efficient Building Information Modeling (BIM) software, such as Revit MEP and Microstation, along with industry standards (AutoCAD) to produce submittal-quality drawings.

Aon FPE also has the ability to use newer technology and innovative methods to enhance efficiency of site visits and inspections. By using devices, such as Apple iPads®, the need to carry hard copy documents and plans are often eliminated. Revisions to documents can be made directly on the device at the location, and immediately transmitted to an Aon FPE designer to finalize the documents or save them to the Aon FPE project record files. Additionally, in the event that construction of the project requires multiple shifts, continuity of the inspections will be maintained.

B.4 Design Services Project Example – Skills and Abilities

Sheraton Desert Cove Hotel, Cathedral City, California

The Sheraton Desert Cove hotel is a five-story resort facility with 300 rooms, luxury suites, a conference center, spa/fitness facility, and restaurant. Aon FPE was retained by ESG Architects to provide fire protection engineering and code consulting services, which included a complete fire / life safety review of the facility.

The code outline we prepared summarized the fire protection and life safety requirements of the project, specifically related to the fire alarm and automatic sprinkler systems, standpipe / fire pump system, underground fire protection water supply routing, elevator recall and cab sizing, and smoke control system. The outline also addressed the requirement differences between the California Building and Fire Codes and the Cathedral City Building and Fire Code Amendments, which were more stringent. The comparison allowed the architect and owner to review the cost impact of implementing the Cathedral Building and Fire Code Amendments. Although the Cathedral City Amendments were more costly, due to the limited resources available to the Cathedral City Fire Department, the owner and architect opted to proceed with design plans that would ensure the safety of the building occupants and structure.

After meetings with the architect and Mr. Bill Soqui of the Cathedral City Fire Department, Aon produced a basis of design document, along with specifications for the design of the upgraded fire protection systems. For design team continuity, coordination meetings were held with the architect, structural, mechanical, and electrical consultants during the plan design, and Aon provide the final design-bid plans in both AutoCAD and .pdf format.

Section C – References and Experience with Projects of Similar Size and Scope

C.1 References

San Geronio Memorial Hospital

Banning, California

San Geronio Memorial Hospital, located in Banning, California, is undergoing a complete facility upgrade to meet OSHPD compliance standards. The new upgrades will include the construction of three new buildings and the renovation of existing underground utilities that will serve the new buildings.

Aon Fire Protection Engineering (Aon FPE) was retained to provide fire protection engineering services over the course of the six project phases, including the Central Plant, 2-story EM/ICU Building, and the 5-story Patient Tower. These services include but are not limited to coordination of the existing underground fire service relocation and expansion and design of the automatic sprinkler system, fire alarm system design services, code consulting, and smoke-control system design assistance. Aon FPE is also providing construction administration services for the six phases of the project.

Key personnel who have worked on the project include the following:

- David Loucks
- Garner Palenske, P.E.
- Parrish Pelley
- Qui Duong, P.E.
- Ruben Betancourt



Client
HDR, Inc.

Reference
Mr. Thomas Onnen, LEED AP
Vice President, Healthcare Principal
HDR, Inc.
251 S. Lake Avenue, Suite 1000
Pasadena, CA 91101
626-584-1727

Ronald Reagan State Building

Los Angeles, California

The Ronald Reagan Building is located in Los Angeles, California, and was built in 1990. The 16-story, 781,000 square foot building houses the Governor and Lieutenant Governor's Los Angeles offices, the California Highway Patrol, the Department of Insurance and General Services, and other tenants.

The property is currently undergoing a fire alarm system upgrade to the existing high-rise building, which includes two underground parking/storage levels, atrium/office levels on floors 1 through 5, offices levels in the north tower up to the 13th floor, and office levels in the south tower up to the 16th floor.

Aon FPE was retained by the State of California, Department of General Services (DGS) to test and document results of the existing fire alarm system speakers, and design a new fire alarm system to replace the existing system. This ongoing project has included field investigations, design team meetings, basis of design reports, preliminary and final bid designs, consultations and negotiations with the authorities having jurisdiction, and providing general consulting services in response to RFI's.

Key personnel who have worked on the project include the following:

- David Loucks
- Garner Palenske, P.E.
- Parrish Pelley



Client

Department of General Services

References

Mr. Samuele Yonan
Office Building Manager III
Department of General Services
Real Estate Services Division,
Business & Project Management
Ronald Reagan Building
300 S. Spring Street, Suite 1726,
Los Angeles, CA 90013
Samuele.yonan@dgs.ca.gov
213-897-2243

Mr. Dewayne Hildreth
Project Manager
Department of General Services
Real Estate Services Division,
Business & Project Management
1304 O Street, 3rd Fl., Rm. 301-A
Sacramento, CA 95814
dewayne.hildreth@dgs.ca.gov
916-327-8373

Riverside Community Hospital
Riverside, California

Riverside Community Hospital, located in Riverside, California. The facility is undergoing an extensive expansion, which includes the upgrade of fire alarm and fire sprinkler systems to meet OSHPD compliance standards. The endoscopy renovations include the renovation of four new procedure rooms, four new Pre-Op rooms, seven new PACU bays, and related support areas. In addition, the surgery renovations includes the construction and/or renovation of four new ORs, one shell OR, a lockers / lounge facility, and related support spaces. In addition to the renovations above, Aon FPE also provided similar services in the Imaging, MRI, and other hospital departments.

In 2013, Aon FPE was retained to provide fire protection engineering services, which included fire alarm design services, coordinating with the client's facilities department and OSHPD for approval of the new fire alarm system design.

Key personnel who have worked on the project include the following:

- David Loucks
- Parrish Pelley
- Qui Duong, P.E.
- Ruben Belancourt



Client
Perkins+Will

Reference
Mr. Omar Cantu, AIA, LEED AP
BD+C
Associate
Perkins+Will
10100 North Central Expressway
Suite 300
Dallas, TX 75231
omar.cantu@perkinswill.com
214-283-8724

Kimpton Hotels – Hotel Palomar Palm Springs, California

Kimpton Hotels is constructing a new 4-star, 6-story luxury hotel on North Palm Canyon Drive in Palm Springs, CA. The new facility will feature 190 rooms, a rooftop bar and pool, restaurant, and event and meeting spaces. The grand opening is scheduled for 2016.

Aon FPE conducted a fire / life safety review and provided additional code consulting services, as needed. These services included reviewing the schematic design architectural drawings for compliance with the fire protection and life safety provisions of the 2010 California Building Code (CBC) and 2010 California Fire Code (CFC).

Key personnel who have worked on the project include the following:

- Garner Palenske, P.E.
- Mark Verrochi



[https://www.facebook.com/
PalmSpringsLovesKimpton](https://www.facebook.com/PalmSpringsLovesKimpton)

Client

Awbrey Cook Rogers McGill
Architects

Reference

Mr. Kevin Terra
Associate Principal
Awbrey Cook Rogers McGill
Architects
1045 14th Street, Suite 100
San Diego, CA 92101
kevin@acrma.com
619-814-5479

C.2 Key Issues/Challenges and Resolutions

Aon FPE monitors all project budgets regularly to ensure client goals are needs are met.

San Geronio Memorial Hospital, Banning, CA

Issue: Due to the upgrade and renovation of the new 5-story Patient Tower, the tower was classified as a high-rise building, which required additional design requirements for the automatic fire sprinkler system.

Resolution: Research and review the applicable codes and standards used on this project. As part of the high-rise building requirements under Section 403.2 and 903.3.5.2 of the California Building Code, requirements revealed a secondary water supply was needed to meet the hydraulically calculated demand of the automatic sprinkler system for a minimum duration of 60 minutes. Additionally, because a water storage tank provides zero head pressure, a fire pump was required to pull water from the water storage tank to meet the pressure demand of the automatic sprinkler system. A fire pump bypass line was also required to provide the primary water supply to the sprinkler system. Aon FPE was able to provide calculations that confirmed a vertical fire pump would allow the necessary water pressure to work with the Aon designed water tank. After meeting with the client and the authority having jurisdiction, the client obtained permit approval of the design, which was designed and installed in accordance with NFPA Standard No. 20, *Installation of Stationary Pumps for Fire Protection*, 2003 Edition.

Ronald Reagan Building, Los Angeles, CA

Issue 1: The existing fire alarm system is no longer supported by the manufacturer (Honeywell). Additionally, the audible alarms (speakers) operate intermittently and cause trouble signals on the system.

Resolution 1: Aon FPE reviewed the goals of DGS at the site and performed a preliminary survey of the facility with Mr. Samuele Yonan, the Office Building Manager. It was apparent from that meeting that cost of the replacement was very important, due to funding issues.

As such, we obtained a Code Interpretation on the California State Fire Marshal website "Existing Building Fire Alarm Control Unit," Interpretation 12-001. The interpretation provided that the fire alarm control unit may be replaced and that the new unit be compatible and listed with the existing devices (smoke detectors, heat detectors, etc.). This interpretation allowed the possibility of minimizing replacement costs

DGS required a set of non-proprietary bid drawings and specifications for competitive pricing. Due to the age of the building, there were no CAD drawings available. This required we convert the original building floor plans and the existing fire alarm equipment and devices drawings into AutoCAD .dwg files.

Issue 2: The issue with the speaker troubles posed a different approach.

Resolution 2: We connected the speaker circuits to an impedance bridge. This allowed us to measure the speaker circuits for power wattage, opens, shorts, continuity, and audibility. This procedure identified the problems, so that the circuits could be repaired.

At the conclusion of our review, we provided the documentation, drawings, and specifications to DGS and the State Fire Marshal representative for their review. We revised the documents reflecting their comments, and when the project was complete - Sam was very happy!

Riverside Community Hospital – Riverside, CA

Issue: The existing fire alarm systems for the buildings / areas did not have enough capacity to accommodate the current code fire alarm devices and notification appliances required.

Resolution: Research and review of the applicable codes and standards confirmed the need for the required fire alarm devices. Aon FPE produced a comprehensive fire alarm system design, which included additional synchronized power supplies, audio / visual appliances, and addressable devices. The client obtained the OSHPD permit, using the Aon produced, permit-quality design drawings. All devices were installed in accordance with the following codes and standards:

- California Building Code (CBC), 2013 Edition
- California Fire Code (CFC), 2013 Edition
- California Mechanical Code (CMC), 2013 Edition
- National Fire Protection Association (NFPA) 72, *National Fire Alarm and Signaling Code*, 2013 Edition
- OSHPD Current Can Notices (Code Application Notices)

Kimpton Hotel, Palm Springs, CA

Issue: This project included design challenges associated with the two-story opening connecting the ground floor and second floor.

Resolution: Aon FPE worked closely with the architect to provide a code-compliant open lobby configuration, to meet the needs of the owners.

Section D – Local Expertise Demonstrated on the Team

D.1 Solicitation Response (Attachment A) and Business License within the Coachella Valley

Aon FPE does not qualify for local preference according to the RFP guidelines. However, our firm does employ individuals who live in the cities of Hemet, Murrieta, and Temecula, which are all in Riverside County. These employees all have the ability to work remotely from home, with all of the tools available to them as if they were in the office. Their close proximity to Palm Springs will enhance project coordination and issue resolution, and make travel costs nearly non-existent

D.2 Team Members with Local Expertise

Due to the highly qualified technical staff, each member of Aon FPE's team has the ability and experience to work with the local codes and standards used in the Coachella Valley and throughout Riverside County. Below is a brief list of the employees and their roles in the referenced project

San Geronio Memorial Hospital, Banning, CA

- David Loucks – Project Manager and Senior Fire Alarm Designer
- Garner Palenske, P.E. – Principal and Overall Quality Control
- Parrish Pelley – Senior Fire Alarm Designer
- Qui Duong, P.E. – Engineer of Record and Peer Review of All Engineering Documents and Plans
- Ruben Betancourt – Sprinkler System Designer

Kimpton Hotels – Palomar Hotel, Palm Springs, CA

- Garner Palenske, P.E. – Principal and Overall Quality Control, Code Consulting Peer Review
- Mark Verrochi – Building and Fire / Life Safety Code Consultant

Indio High School – Indio, CA

- Garner Palenske, P.E. – Principal and Overall Quality Control
- Qui Duong, P.E. – Engineer of Record and Peer Review of All Engineering Documents and Plans
- Ruben Betancourt – Sprinkler System Designer

Sheraton Desert Cove Hotel, Cathedral City, CA

- David Loucks – Project Manager and Senior Fire Alarm Designer
- Garner Palenske, P.E. – Principal and Overall Quality Control
- Qui Duong, P.E. – Engineer of Record and Peer Review of All Engineering Documents and Plans
- Ruben Betancourt – Sprinkler System Designer

City of Palm Springs RFP #10-15
On-Call Fire Protection Engineering Design Services



Attachment A – Signature Authorization and Addenda Acknowledgment

ATTACHMENT "A"

RFP 10-15 for ON-CALL FIRE PROTECTION ENGINEER DESIGN SERVICES

***NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN ENVELOPE #1,
"QUALIFICATIONS/WORK PROPOSAL"***

SIGNATURE AUTHORIZATION

NAME OF PROPOSER/FIRM:

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

Garner Palenske
SIGNATURE

Garner Palenske, P.E., Senior Vice President, US West Region
PRINT NAME Aon Fire Protection Engineering Corporation

B. The following information relates to the legal consultant 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

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

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

2. My tax identification number is: 362531450

ADDENDA ACKNOWLEDGMENT:

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

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

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

EXHIBIT "D"
SCHEDULE OF COMPENSATION

SCHEDULE OF COMPENSATION

Attached hourly rates provided in the cost proposal shall apply for the first three (3) years, after which, at the request of consultant, they may be adjusted annually according to the Consumer Price Index, Los Angeles, Orange, Riverside Co, all urban consumers by comparing the change in the index for the month of .

If any proposal submitted to the City for requested projects includes task items payment for said task items cannot exceed 75% until task item is 100% completed.

END OF EXHIBIT "D"

Cost Proposal

City of Palm Springs RFP #10-15 - Request for Proposals for On-Call Fire Protection Engineer Design Services

Aon FPE 2015 Billing Rates

Billing Rates will be based upon the following schedule:

Senior Vice President	\$232.00 per hour
Office Leader/Practice Leader	\$215.00 per hour
Project Director/Project Manager	\$204.00 per hour
Senior Consultant/Designer	\$183.00 per hour
Associate Consultant/Designer	\$173.00 per hour
Consultant/Designer	\$149.00 per hour
CAD Operator	\$93.00 per hour
Administrative Assistant	\$81.00 per hour

Reimbursable Expenses

Reimbursable Expenses for the items below will be billed at cost, as follows:

- Express delivery service
- Fees paid for securing approval of authorities having jurisdiction over this part of the project
- Parking
- Meals while traveling

In addition, the Client agrees to reimburse Aon FPE for any of the above expenses incurred by Aon FPE as a result of the Client canceling or rescheduling a meeting or site visit. These expenses will be billed at cost plus ten (10) percent

EXHIBIT "E"
SCHEDULE OF PERFORMANCE

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

Term. Unless earlier terminated under the terms of this Agreement, this Agreement shall continue in full force and effect for three (3) years. At the sole discretion of the City Manager, upon written notice to Consultant and mutual agreement, the term of this Agreement may be extended for two (2) additional one (1) year terms.

END OF EXHIBIT "E"