



City Council Staff Report

DATE: January 13, 2016

CONSENT CALENDAR

SUBJECT: APPROVAL OF AMENDMENT NO. 2 IN THE AMOUNT OF \$21,000 TO THE CONSULTING SERVICES AGREEMENT WITH INTERACTIVE DESIGN CORPORATION FOR THE JAMES O. JESSIE DESERT HIGHLAND UNITY CENTER OUTDOOR PERFORMANCE STAGE AND OUTDOOR BALL FIELD LIGHTING PROJECT, CITY PROJECT NO. 14-18

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

SUMMARY

Approval of this action will authorize the additional design services provided by Interactive Design Corporation required for the James O. Jessie Desert Highland Unity Center Outdoor Performance Stage and Outdoor Ball Field Lighting Project, City Project No. 14-18.

RECOMMENDATION:

1. Approve Amendment No. 2 in the amount of \$21,000 to the Consulting Services Agreement (A6697) with Interactive Design Corporation for revised total contract amount of \$45,900 for the James O. Jessie Desert Highland Unity Center Outdoor Performance Stage and Outdoor Ball Field Lighting Project, City Project No. 14-18; and
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The City is the recipient of a Housing-Related Parks (HRP) Program grant from the State of California, Department of Housing and Community Development (HCD) in the amount of \$266,575 for park and recreational improvements at the James O. Jessie Desert Highland Unity Center. On November 5, 2014, the City Council executed an agreement with the State of California for the HRP grant which is to award cities to make park and recreational improvements in communities where affordable residential units have been built, on a per-bedroom basis. The amount designated for the

ITEM NO. 2V

proposed project was calculated on the Rosa Gardens Apartments total bedroom count. The closest facility to Rosa Gardens is the James O. Jessie Desert Highland Unity Center. The proposed improvements include a new outdoor performance stage with ball field seating (funded with the HRP grant), as well as new outdoor ball field lighting funded through the Measure J Capital Fund.

The scope of the Project includes construction of a raised outdoor performance stage and installation of new outdoor ball field lighting. The location of the Project is shown in Figure 1 below, and a vicinity map is included as **Attachment 1**.



Figure 1

In 2015, staff requested a proposal from its On-Call Architect, Interactive Design Corporation ("IDC"), to provide preliminary architectural design services associated with the James O. Jessie Desert Highland Unity Center Outdoor Performance Stage and Outdoor Ball Field Lighting Project, City Project No. 14-18, (the "Project"). Subsequently, on June 8, 2015, the City Manager approved a Consulting Services Agreement (A6697), in the amount of \$14,900, with IDC for the requested architectural design services which included the following items:

- Programming and conceptual design
- Preliminary Design

Subsequently, staff requested a proposal from IDC to initiate preparation of construction documents for the Project, and received a proposal in the amount of \$10,000 to facilitate IDC's retention of various sub-consultants for the Project, including landscaping and irrigation design, structural engineering, and electrical engineering.

Staff administratively approved Amendment No. 1 in the amount of \$10,000 to the Consulting Services Agreement with IDC for these design services pursuant to the City Manager's authority. A copy of Agreement No. 6697 with IDC, as amended, is included as **Attachment 2**.

IDC has also submitted a proposal in the amount of \$21,000 to accommodate the additional budget for its final architectural design services required to prepare the construction documents. The requested action will facilitate Council's approval of Amendment No. 2 in the amount of \$21,000 for a revised total contract amount of \$45,900; a copy of Amendment No. 2 is included as **Attachment 3**.

ENVIRONMENTAL IMPACT:

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents. In accordance with Section 15303 "New Construction or Conversion of Small Structures," Class 3 projects consist of construction and location of limited numbers of new, small facilities or structures such as electrical, and other utility extensions, as well as, accessory (appurtenant) structures, therefore, the James O. Jessie Desert Highland Unity Center Outdoor Performance Stage and Outdoor Ball Field Lighting Project, City Project. No. 14-18, is considered categorically exempt from CEQA, and a Notice of Exemption has been prepared and has been filed with the Riverside County Clerk.

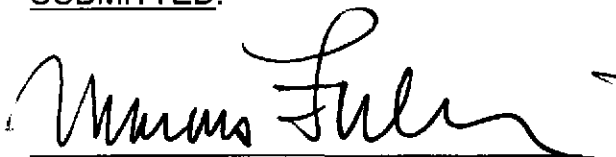
FISCAL IMPACT:

As part of the 2012/2013 fiscal year budget, the City Council appropriated \$80,000 from the Measure J Capital Fund for repairs/replacement of existing ballfield lighting at Desert Highland Park. Subsequently, in 2014 the City was awarded the HRP Program grant in the amount of \$266,575; this funding is allocated as a reimbursable from the Capital Projects Fund (Fund 261).

Sufficient funds are currently budgeted and available to approve Amendment No. 2 in the amount of \$21,000 to the Consulting Services Agreement with IDC from the following accounts:

- Account No. 261-2492-51581; \$12,000
- Account No. 260-4500-59401; \$9,000

SUBMITTED:



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



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

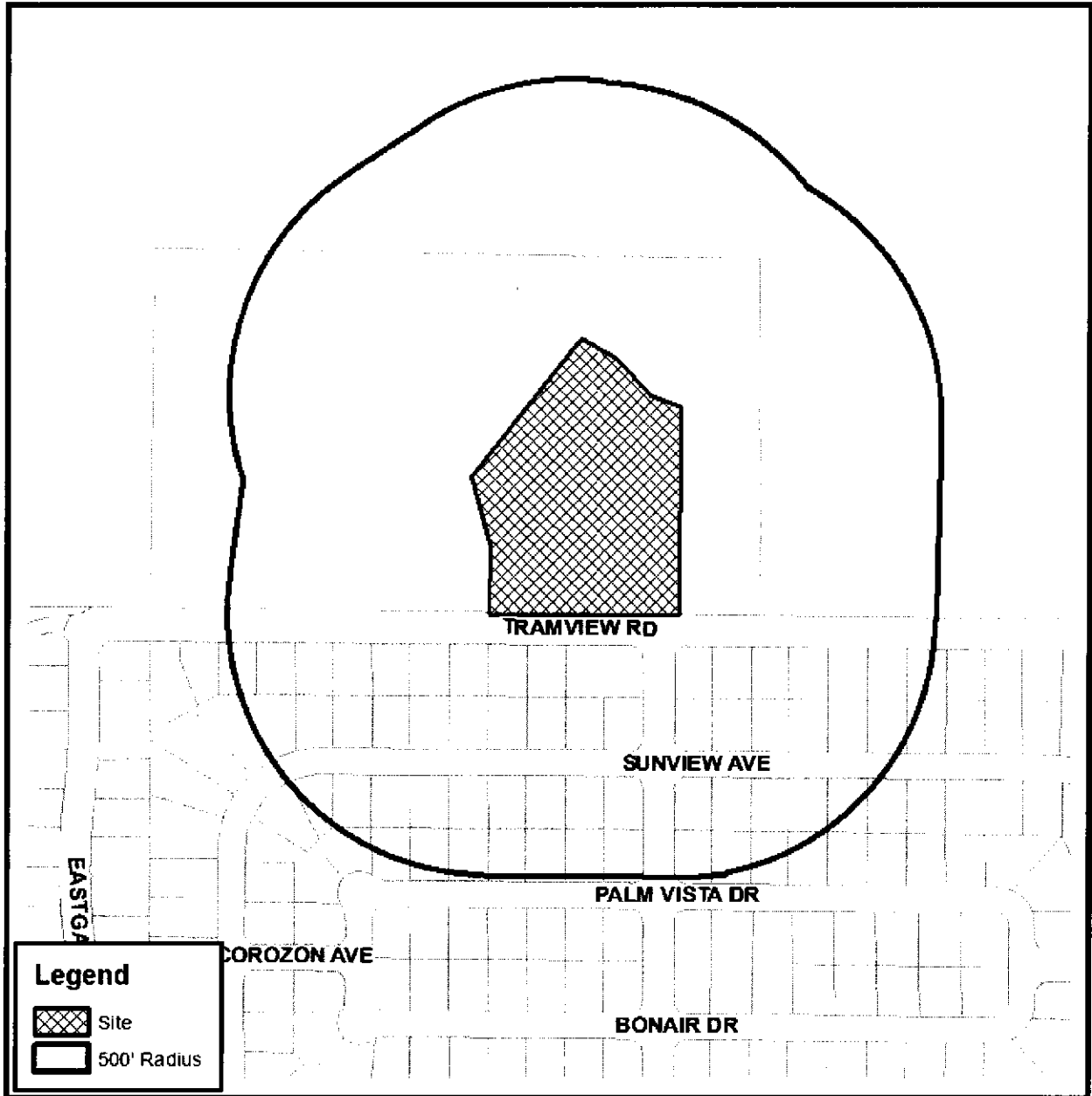
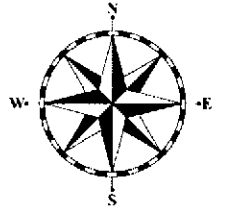
Attachments:

1. Vicinity Map
2. Agreement No. 6697 with Amendment No. 1
3. Amendment No. 2

ATTACHMENT 1



Department of Public Works and Engineering
Vicinity Map



CITY OF PALM SPRINGS

ATTACHMENT 2

CONSULTING SERVICES AGREEMENT
*Architectural Services for JOJ Desert Highland Unity Park
– Outdoor Performance Facility & Ballfield Lighting –
Interactive Design Corporation*

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered into on June 8, 2015, by and between the City of Palm Springs, a California charter city and municipal corporation (“City”), and Interactive Design Corporation, a California Corporation, (“Consultant”). City and Consultant are individually referred to as “Party” and are collectively referred to as the “Parties”.

RECITALS

A. City requires the services of a Licensed California Architect, for design service for a new outdoor performance facility and ballfield light fixtures and poles, (“Project”).

B. Consultant has submitted to City a proposal to provide “On-call Architectural Services” in accordance with the City’s “On-call” list of qualified architects, to City under the terms of this Agreement.

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

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

In consideration of these promises and mutual agreements, City agrees as follows:

AGREEMENT

1. CONSULTANT SERVICES

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

1.2 Compliance with Law. Consultant services rendered under this Agreement shall comply with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations.

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

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

2. **TIME FOR COMPLETION**

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

3. **COMPENSATION OF CONSULTANT**

3.1 **Compensation of Consultant.** Consultant shall be compensated and reimbursed for the services rendered under this Agreement in accordance with the schedule of fees set forth in Exhibit "A". The total amount of Compensation shall not exceed \$14,900.00.

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

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

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

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

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

4. **PERFORMANCE SCHEDULE**

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 4.5 of this Agreement, this Agreement shall continue in full force and effect for a period of fourteen months, commencing on April 1, 2015, and ending on June 30, 2016, unless extended by mutual written agreement of the parties.

4.5 Termination Prior to Expiration of Term. City may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all services except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer after such notice. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

5. COORDINATION OF WORK

5.1 Representative of Consultant. The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act and make all decisions in its behalf with respect to the specified services and work: Maria Song, Secretary. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services under this Agreement. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Consultant shall refer any

decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other individual or entity to perform any services required under this Agreement without the City's express written approval. In addition, neither this Agreement nor any interest may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

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

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

<u>Name:</u>	<u>Title:</u>
<i>Reuel Young</i>	<i>President</i>
<i>Maria Song</i>	<i>Secretary</i>

6. INSURANCE

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

7. INDEMNIFICATION.

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

or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, 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.

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

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

B. The Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in subsection 7.1 in favor of the Indemnified Parties. In addition, Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

8. RECORDS AND REPORTS

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

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

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

8.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

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

9. ENFORCEMENT OF AGREEMENT

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

9.2 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.

9.3 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing. No such waiver shall be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

10. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

11. MISCELLANEOUS PROVISIONS

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

To City:

City of Palm Springs
Attention: City Manager / City Clerk
3200 E Tahquitz Canyon Way
Palm Springs, CA 92262

To Consultant:

Inactive Design Corporation
Attn: Maria Song
199 S Civic Dr, Ste 10
Palm Springs, CA 92262

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and supersedes all other written agreements.

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

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

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

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

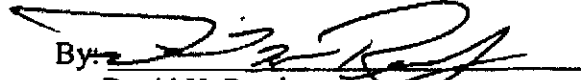
11.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

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

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

"CITY"
City of Palm Springs


Date: 6-8-2015


By: 
David H. Ready
City Manager

APPROVED BY CITY MANAGER
ntc \$14900.00 Abbn

APPROVED AS TO FORM:

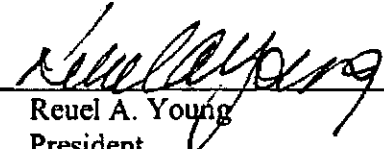
ATTEST

By: 
Douglas C. Holland,
City Attorney

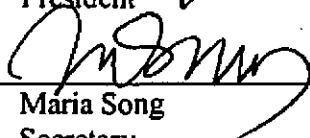
By: 
James Thompson, 06/08/2015
City Clerk

"CONSULTANT"
Interactive Design Corporation

Date: 23 APR 2015

By: 
Reuel A. Young
President

Date: 23 APR 15


Maria Song
Secretary

Not to Exceed \$ 14900.00
Without The Express Written
Authorization Of The City
Manager

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 Riverside)
On April 23, 2015 before me, Maryanne Kreizinger-Brown, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Russ A. Young and Maria Song
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 [Handwritten 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: Consulting Services Agreement Document Date: 4-23-15
Number of Pages: 25 Signer(s) Other Than Named Above: David H. Brown, James Thompson

Capacity(ies) Claimed by Signer(s)
Signer's Name: Russ A. Young
[] Corporate Officer - Title(s): President
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:

Signer's Name: Maria Song
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:

Signer is Representing: Integreline Design Corporation, a Calif. Corporation

Signer is Representing: Integreline Design Corporation, a Calif. Corporation

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”

CONSULTANT’S SCOPE OF SERVICES/WORK

Including,

Schedule of Fees

And

Schedule of Performance

Proposal for Professional Services follows:

Notwithstanding the provisions of Section 5.3 of this Agreement, “Prohibition Against Subcontracting or Assignment,” the City expressly approves the subcontracting on technical subjects such as structural and electrical engineering. These subcontracts shall be part of the overall compensation to the Consultant.



INTERACTIVE DESIGN CORPORATION

ARCHITECTS +
199 S. Civic Drive, Suite 10
Palm Springs, California 92262
T: 760.323.4990
www.interactivedesigncorp.com

April 16, 2015

Dale Cook, Community Development Administrator
City of Palm Springs

Project: JOJ Desert Highland Unity Center Site Improvements for Outdoor Performance
RE: Proposal for Professional Services

Dear Mr. Cook:

We are pleased to submit this Proposal for Professional Services between the City of Palm Springs (the Client) and Interactive Design Corporation (the Architect) for Professional Services relating to design modifications to the existing James O. Jessie Desert Highland Unity Center Site.

I. SCOPE OF THE PROJECT

- A. The Client wishes to modify the existing James O. Jessie Desert Highland Unity Center Site to include a modest outdoor performance facility which may also serve as outdoor seating area for the baseball field.

II. SCOPE OF SERVICES

The work to be done by the Architect and his consultants will generally follow these stages:

A. PHASE I: PROGRAMMING AND CONCEPTUAL DESIGN

1. Research and Programming
 - a) Provide a scope of work for Client-hired Surveyor to document existing conditions of the project site
 - b) Review current documents related to the JOJ Desert Highland Unity Center Site including (Note: these documents will be used as the "base plan" information for the proposed Project)
 - (1) Existing baseball field and parking lot.
 - (2) Client-provided electrical plans of the existing facility
 - (3) Client-provided landscape irrigation plans of the facility
 - c) Meet with city staff to discuss funding sources, phasing, and scope of overall project.
2. Conceptual Design and Scope
 - a) Prepare overall Conceptual Site Plan based upon existing drawings to illustrate alternative designs integrating relocation of ball-field, outdoor ball-field lighting, and new outdoor performance facility. Consider the possibility of a more permanent structure as outdoor storage or backdrop to the outdoor performance area.
 - b) Prepare conceptual project scope and budget
 - c) Present to staff and others designated by staff
 - d) Refine design based upon comments; two (2) revisions.



3. **Project Phasing and Funding**
 - a) Meeting with city staff (Economic Development and Public Works) to define direct work and purchase possible by the Client, project phasing, funding resources, and project schedule.
 - b) Determine which scope of work will be combined for contract documents, permit, public bidding, and construction.

- B. **PHASE II: PRELIMINARY DESIGN**

Based upon direction from city staff in terms of Project Program and Conceptual Plan, Architect will proceed to Preliminary Design.

 1. Develop Preliminary Design based upon preferred alternative of Conceptual Plans. Drawings may include:
 - a) Site Plan
 - b) Shading/Storage Structure Plans and Elevations
 - c) Outline specifications
 - d) Preliminary opinion of probable project cost based upon Preliminary Design
 - e) Prepare and Submit Plans to Planning Department with Minor Architectural Application Requirements.

- C. **PHASE III: CONSTRUCTION DOCUMENTS/ADMINISTRATION**

Based upon direction from city staff relating to the proposed scheme and understanding of the funding sources and phasing of the project, prepare Construction Documents and provide Construction Administration services under an amended agreement. The phases of those services would generally be as follows:

 1. **Working Drawing Phase**
 - a) Architecture (site plan, floor plans, elevations, sections, and details)
 - b) Structural Engineering (shading structures, storage building or container anchorage, stage retaining walls, ball-field light standards)
 - c) Electrical Engineering (ball field, site and stage, power and lighting)
 - d) Project Manual/Technical Specifications
 - e) Coordinate with Building Department and make corrections based upon plan check.

 2. **Bid Phase**
 - a) Bid documents, general conditions and technical specifications
 - b) Assist City in securing bids
 - c) Assist City in contract negotiations

 3. **Construction Phase**
 - a) Site observation by Architect and consultants
 - b) Review shop drawings and submittals
 - c) Review pay requests if requested by City
 - d) Respond to questions from the field
 - e) Coordinate contractor's notes and prepare Record Documents



III. **Disciplines Included**

The Scope of Services described above will require the collaboration of a number of consultants. Under this Agreement, the Architect may contract with the following consultants as required and approved by the City in each Phase:

- A. Structural Engineer
- B. Electrical Engineer (power and lighting)

IV. **PROJECT SCHEDULE**

The project schedule for each of the phases is as follows (refer to Schedule Exhibit B):

- A. PHASE I: PROGRAMMING AND SCHEMATIC DESIGN 3 months
- B. PHASE II: PRELIMINARY DESIGN 1 month
- C. PHASE III: CONSTRUCTION DOCUMENTS/ADMINISTRATION 8 months (estimated)

V. **SERVICES NOT INCLUDED UNDER THIS PROPOSAL, but may be Required for the Project**

If the following consultants are required, the Client will contract with them directly:

- A. Civil Engineering
 - 1. Existing site survey – horizontal and vertical controls
 - 2. Site drainage
 - 3. Precise Grading Plan
- B. Fire Suppression system engineer
- C. Security system engineer
- D. Landscape Architecture
- E. Geotechnical Investigation

VI. **COMPENSATION**

A.	PHASE I: Programming and Conceptual Design	
1.	Meetings	\$600
2.	Document research and field investigation	800
3.	Programming	400
4.	Conceptual Design	2,750
5.	Project Scope and Budget	600
6.	Project Phasing and Funding	\$1,000
7.	<u>Consultant: Electrical Engineer</u>	<u>1,200</u>
	subtotal Conceptual design and project scope	\$7,350
A.	PHASE II: Preliminary Design	
1.	Preliminary Design	\$4,250
2.	Engineering: structural and electrical	1,000
3.	Application and meetings	800
4.	<u>Project scope and budget</u>	<u>700</u>
	subtotal Preliminary Design and Scope	\$6,750
B.	PHASE III: Construction Documents/Administration	
1.	TBD based upon scope of project	



- C. Hourly compensation for work performed on a time and materials basis and as additional services, shall be as follows:

RATE SCHEDULE	
Principal	\$145
Architect	120
CADD	85
Administrative Assistant	55

- D. Out-of-pocket expenses incurred by the design team which are related to the project, such as reproduction costs (i.e. photocopying and blueprinting), telephone expenses, facsimiles, shipping and postage, photographs, etc., will be included in the monthly billing at 1.10 times the architect's cost. Travel outside of Coachella Valley will be billed at 56¢ per mile. Estimated reimbursable expenses for Phases I & II are Eight Hundred Dollars (\$800).

VII. TERMS AND CONDITIONS

A. ARCHITECT'S INSURANCE

Architect shall maintain the following insurance:

1. Professional liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate with a deductible not to exceed \$50,000 from the date of this Agreement until thirty-six (36) months after Final Completion.
2. Workers' compensation insurance and employer's liability insurance in the maximum statutory liability amount, naming Client as an additional insured.
3. Commercial general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate naming the Client as an additional insured. Said policy(s) shall include contractual liability coverage, business papers coverage and automobile liability covering all owned, hired and non-owned vehicles.
4. Each policy described above shall provide that insurance may not be cancelled or non-renewed without thirty (30) days notice to Client.

B. ADDITIONAL SERVICES

Any additional services will be compensated pursuant to the Architect's hourly fee schedule, or on a lump sum basis as may be mutually agreed.

C. FEE ADJUSTMENTS

Lump sum fees will be equitably adjusted if the scope and/or difficulty of the Architect's performance is substantially increased by changes in the Project's scope or scheduling or by conditions neither foreseen nor reasonably foreseeable by the Architect at the time that the fee was determined, or if the Project is placed on hold for more than three (3) months or extended for reasons beyond the Architect's control for more than twelve (12) months. The Architect's hourly fee schedule is adjusted periodically in light of market and economic conditions and thus can change over the course of the Project; and hourly rate services are billed at the rate current at the time of performance. Overtime costs necessitated by the Client's express request for expedited service will be billed without markup.



D. INVOICING

The Client will be provided with monthly invoices for services rendered and costs advanced. Each invoice shall be due and payable upon receipt, and delinquent thirty (30) days after the invoice date. In the event of delinquency, the Architect may suspend or terminate this Agreement and its related obligations with no liability for so doing, and in addition, service charges will be assessed from the invoice date at 1.5% per month or at the highest rate permitted by California law, whichever is lower, with payments applied first to accrued interest. In light of the obvious advantage of resolving questions and disputes regarding the Architect's billing quickly and while recollections are fresh, the Client will notify the Architect of any questions or dissatisfaction regarding any particular invoice within fifteen (15) days of the invoice date; and if the Client fails to give the Architect such notice, then the Client will have waived its right to dispute the accuracy and appropriateness of the invoice and the invoice will be binding upon the Client.

5. GENERAL CONDITIONS

A. WARRANTY

The Architect warrants that all of the services provided by and on its behalf pursuant to this Agreement will be performed with reasonable care, skill and diligence in accordance with generally and currently accepted design professional principles and practices. This warranty is in lieu of all other warranties, either express or implied. In particular, and without limitation, the Architect will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the Project, but compliance with these laws as others may eventually interpret them cannot be guaranteed. In no event will the Architect guarantee cost estimates or Projections, or prognostications as to future events; and it is understood that when used in conjunction with the providing of services pursuant to this Agreement, such terms as "certify", "warrant", "verify", "confirm", "insure", "ensure", "assure", or the like do not constitute a guarantee, but rather a representation based on the Architect's professional opinion or judgment.

B. COOPERATION

The Architect and the Client shall strive to maintain a good working relationship throughout the duration of the Project; and because of the importance of a good working relationship, either party may terminate this Agreement by giving written notice to the other, provided only that such notice is given in the good faith belief that the working relationship is less than satisfactory. In the event that this Agreement is for any reason terminated, the Client shall compensate the Architect for only the reasonable value of whatever professional time and reimbursable expenses the Architect has devoted up to the time of the termination or must necessarily devote to the Project thereafter due to governmental requirements or otherwise necessary and reasonable to bring the Project to a close.

C. OTHER CONSULTANTS

The Architect will coordinate the services provided pursuant to this Agreement with those services provided by the Client's other consultants; but the Architect will have no legal liability for any professional errors or omissions committed by these Consultants.

**D. LEGAL RESPONSIBILITY**

The Architect will be legally liable for only the architectural services provided pursuant to this Agreement, and not otherwise. The Architect will not be legally liable for the providing of, or the failure to provide, legal, accounting, financial analysis, soils or geotechnical engineering or hazardous waste or toxic substance engineering services. Further, and without limitation, the Architect will not be responsible for delays beyond its reasonable control, for inaccurate information provided to it by the Client or other reasonably reliable sources, for site conditions of which it was not informed, for hazardous materials or toxic substances at the Project site, for the specification of products or equipment for purposes consistent with the manufacturer's published literature, for the Client's materials and equipment decisions, for implementing the Client's lawful decisions, for the timeliness or quality of any contractor performance, or for the actions or inaction of any governmental or quasi-governmental agencies.

E. RISK ALLOCATION

In light of the disparity between Architect's fee and the potential liability for problems or alleged problems with the Project, and of the Architect's limited ability to affect the risks inherent in the Project, the Client will release and indemnify the Architect and its affiliated entities and individuals to the fullest extent allowed by law, even in situations involving actual alleged "active negligence" or "design defects", concerning any liability and/or loss related to the Project; provided, however, that this indemnification shall not apply to any indemnities sole negligence or willful misconduct. Further, in any event, the Client agrees to limit the total aggregate liability of the Architect and its affiliated entities and individuals concerning or relating to the Project on any and all legal and equitable theories and concerning any and all kinds of causes of loss to the m of \$25,000 or the amount of the Architect's fee, whichever is greater.

F. THE ARCHITECT'S INSTRUMENTS OF SERVICE

All sketches, drawings and other documents prepared by and on behalf of the Architect pursuant to this Agreement shall, as instruments of service, remain the Architect's property with all common law, statutory and other reserved rights including copyrights reserved; but upon payment of the related fees and costs, and for so long as the Agreement remains in force prior to its completion, the Client shall have a nonexclusive license to use the Instruments of Service for the purposes of constructing and maintaining the Project. It is expressly agreed that because information stored in electronic form can be modified by others, intentionally or otherwise, without notice or indication of said modification, and in any event will deteriorate over time, the Architect reserves the right to retain possession of all information contained in any electronic medium in read-only format, and to remove all indicia of its involvement from any information contained in an electronic medium. The instruments of service shall not be used by Client on other Projects, or for the completion of the Project by others, except by written agreement with the Architect including provisions for appropriate compensation. The foregoing notwithstanding, the Architect shall refrain from the use of the Project's overall design on other Projects without the Client's express written approval.



G. DISPUTE RESOLUTION

No lawsuit or other formal legal action of any kind may be commenced by either the Architect or the Client against the other regarding any dispute which may arise under or concerning this Agreement unless and until the complaining party has made a good faith effort to mediate the dispute by: (1) first providing the other party with a formal demand letter sent certified or registered mail fully and fairly describing the claim and setting forth a settlement demand or other proposed solution; (2) if the demand letter fails to bring about an agreement, attempting to initiate a formal mediation under the auspices of the JAMS Endispute, or other reputable and unbiased dispute resolution service.

H. TERMINATION OR SUSPENSION

If the Client fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Client. In the event of a suspension of services, the Architect shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

This Agreement may be terminated by the Client upon not less than seven days' written notice to the Architect for the Client's convenience and without cause.

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined below.

Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

I. INTEGRITY OF THE AGREEMENT

This Agreement supersedes all negotiations and prior agreements concerning the Project and is intended as a complete and exclusive statement of the entire agreement between the Client and the Architect concerning the Project. This Agreement is being entered into and will be performed in Riverside County, California; and it shall be interpreted and enforced under and pursuant to the laws of the State of California. No failure to exercise or delay in exercising any right under this Agreement shall be construed as a waiver, and no waiver of a breach of any term of this Agreement be construed as a waiver of a



subsequent breach of the same or other terms. In the event the Architect reasonably seeks the assistance of an attorney in order to collect fees due pursuant to this Agreement, the prevailing party shall be entitled to recover from the other its reasonable litigation costs including expert and attorneys' fees. The Parties hereby mutually waive any claims for consequential damages, which either might have against the other concerning this Agreement or its termination. In the event that this Agreement is for any reason terminated, then its risk allocation and indemnity provisions shall remain in full force and effect; and in the event that any such provisions shall be prohibited by law, then the subject provisions shall not be void, but rather shall be interpreted as operating only to the fullest extent allowed by law. Any and all actual or alleged causes of action concerning any services rendered pursuant to this Agreement, including without limitation those for indemnification, shall be deemed to have accrued for purposes of any statutes of limitation or repose as of the date of the Architect's last invoice concerning the Project. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective partners, joint ventures, principals, heirs, estates, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereby execute this Agreement based upon the Terms and Conditions stated above and on the date indicated below.

Maria Song, Vice-President
Interactive Design Corporation
199 So. Civic Dr. Ste 10
Palm Springs, CA 92262

Date

City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Date

**1502
JOJ Highland Unity Center
Outdoor Improvements
Project Schedule**

	PHASE	2015										2016				
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	
	CONTRACT NEGOTIATION															
1	PROGRAMMING & SCHEMATIC PHASE															
	PROGRAMMING															
	SCHEMATIC DESIGN & SCOPE															
2	PRELIMINARY DESIGN															
3	APPROVAL PROCESS															
4	FINAL WORKING DRAWINGS & SPECS															
	CONSTRUCTION DOCUMENTS															
	COST ESTIMATE															
	PLAN CHECK CORRECTIONS															
	SPECIFICATIONS															
	BID DOCUMENT PREPARATION															
9	BID / AWARD PHASE															
10	CONSTRUCTION PHASE															

EXHIBIT “B”

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

INSURANCE

1. Procurement and Maintenance of Insurance. Consultant shall procure and maintain public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Consultant's performance under this Agreement. Consultant shall procure and maintain all insurance at its sole cost and expense, in a form and content satisfactory to the City, and submit concurrently with its execution of this Agreement. Consultant shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extensions. Such insurance shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation, or ten (10) days notice in the event of cancellation for non-payment of premium. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

2. Minimum Scope of Insurance. The minimum amount of insurance required under this Agreement shall be as follows:

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

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

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

required

is not required;

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

3. Primary Insurance. For any claims related to this Agreement, Consultant's comprehensive General Liability and Automobile Liability insurance coverage shall be primary with respect to the City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance

only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

4. **Errors and Omissions Coverage.** If Errors & Omissions Insurance is required, and if Consultant provides claims made professional liability insurance, Consultant shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Consultant's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Consultant's services under this Agreement. Consultant shall also be required to provide evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy.

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

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

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

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

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

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

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

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies.

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

7. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its elected officials, officers, employees, agents, and volunteers; or (2) Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Consultant guarantees payment of all deductibles and self-insured retentions.

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

AMENDMENT NO. 1 to the
CONSULTING SERVICES AGREEMENT
*Architectural Services for JOJ Desert Highland Unity Park
- Outdoor Performance Facility & Ballfield Lighting -*

This amendment represents the necessary consultants participation and coordination for the completion of the Architectural Services of the JOJ Desert Highland Unity Park, and its outdoor performance facility and ballfield lighting under the Consulting Services Agreement, dated June 8, 2015, by adding Phase III to the Scope of Work and increasing the total Compensation to cover the cost for the Phase III work.

1. SCOPE OF WOK

a. PHASE III: CONSULTANTS FOR CONSTRUCTION DOCUMENTS OF THE OUTDOOR PERFORMANCE FACILITY

i. Working Drawing Phase for Consultants Only

1. Landscape and Irrigation Plans (planting in the boulder mound)
2. Structural Engineering (stage related concrete slabs & retaining CMU walls)
3. Electrical Engineering (stage power connection)
4. Technical Specifications

b. PHASE III: CONSULTANTS FOR CONSTRUCTION DOCUMENTS OF THE BALLFIELD LIGHTING

i. Working Drawing Phase for Consultants Only

1. Electrical Engineering (ball field electrical site plan, photometric, and lighting specification).
2. Musco Sport Lighting Research and Selection for City to allow sole sourcing in the contract documents for equipment and parts.
3. Structural Engineering (light pole structural footing plan, details, and calculations).
4. Soils Engineer to issue letter of review for sport light footing design.

2. COMPENSATION FOR PHASE III SCOPE OF WORK SERVICES

- a. Under existing Agreement, dated June 8, 2015, compensation of Nine Thousand and Five Hundred Dollars (\$9,500), and shall not be exceeded.
- b. Reimbursable: Allowance of Five Hundred Dollars (\$500) to be billed at 1.10 times cost to Consultant, and shall not be exceeded.

Total compensation, under Agreement Amendment not to exceed Ten Thousand Dollars (\$10,000), and will be billed per Agreement.

Except as otherwise amended the terms and conditions of the Agreement remain in full force and effect.

[End Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the dates stated below.


"CITY"
City of Palm Springs

Date: _____

By: _____
David H. Ready,
City Manager

APPROVED AS TO FORM:

ATTEST

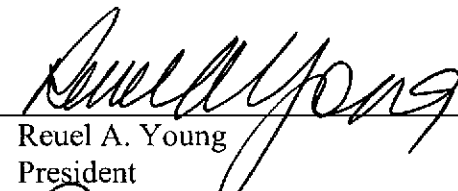
By: 

Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

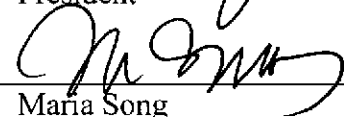
"CONSULTANT"
Interactive Design Corporation

Date: 23.12.2015

By: 

Reuel A. Young
President

Date: 27 DEC 15



Maria Song
Secretary

ATTACHMENT 3

AMENDMENT NO. 2 to the
CONSULTING SERVICES AGREEMENT
*Architectural Services for JOJ Desert Highland Unity Park
- Outdoor Performance Facility & Ballfield Lighting -*

This amendment represents the necessary consultants participation and coordination for the completion of the Architectural Services of the JOJ Desert Highland Unity Park, and its outdoor performance facility and ballfield lighting under the Consulting Services Agreement, dated June 8, 2015, by expanding Phase III of the Scope of Work and increasing the total Compensation to cover the cost for the additional Phase III work.

1. SCOPE OF WORK

a. PHASE III: CONSULTANTS FOR CONSTRUCTION DOCUMENTS OF THE OUTDOOR PERFORMANCE FACILITY

i. Project Coordination/Approvals

1. Project presentations and adopting changes in the scope of work from meetings with various City Staff from September 2015 to January 2016
 - Project re-packaging from bidding as one project to the projects being separately bid due to funding allocation. The projects are to bid together with alternate bid schedules for flexibility of scope
 - Up-front project site preparation revisions occurred through the progress of the contract documents such as removal of sod and irrigation lines, and installation of new meter room sleeves for future electrical work due to earlier SCE transformer
2. Boulder source and delivery
3. Import fill source and delivery
4. Preliminary staking of area of work for project understanding
5. Prepare presentation material for PS Park and Recreation Commission and Desert Highland – Gateway Estates Neighborhood Association.
6. Status Meeting and project reports to City Departments and Staff.

ii. Working Drawing Phase

1. Architecture (site plan, elevations, sections, and details)
2. Prepare Submittal Plans and Specifications for Permit
 - Coordination with Structural Engineering (stage related concrete slabs and retaining CMU walls)
 - Coordination with Electrical Engineering (stage power connection)
3. Contract Plans were reviewed and processed plan check with PS Public Works and Engineering Department as well as plan checked and permitted by PS Building and Safety Department.
4. Specifications
 - Coordinate plan submittal and plan check with PS Building Safety Department
 - Coordinate plan submittal and plan check with PS Public Works and Engineering Department after PS Building and Safety Department approval
5. Revisions of Plans and Specifications based on changes on project program
6. Project Construction Estimates

iii. Bid Document Preparation

1. Technical specifications preparation
2. Revisions to specifications per PS Public Works and Engineering Department
3. Coordination with PS Public Works and Engineering Department for front-end of Project Manual

b. PHASE III:CONSULTANTS FOR CONSTRUCTION DOCUMENTS OF THE BALLFIELD LIGHTING

i. Project Coordination/Approvals

1. Project presentations and adopting changes in the scope of work from meetings with various City Staff from September 2015 to January 2016
 - Project re-packaging from new sport lighting material/controls which were to be PS purchased material for contractor installation to sport lighting system/parts changed for contractor to purchase and installation during final plan check stage, research/evaluation for sport lights to be vandalism proof, default values used for soils engineering for approved/permitting by the PS Bldg. Dept. and request for geotechnical soils engineering report.
 - Up-front project site preparation revisions occurred through the progress of the contract documents such as retaining the existing light poles and conduits versus new, relocation of backstop, benches and drinking fountain, and installation of new meter room sleeves for future electrical work due to earlier SCE transformer.
2. Prepare presentation material for PS Measure J Commission.
3. Status Meeting and project reports to City Departments and Staff.

ii. Working Drawing Phase

1. Prepare Submittal Plans and Specifications for Permit
2. Coordination of project with transformer improvement project serving JOJ Desert Highland Unity Community Center.
3. Coordination Electrical Engineering (ballfield electrical site plan, photometric, lighting specification, and light pole structural footing plan, details, and calculation).
4. Research and coordination with Electrical Engineering and Vendor for City purchasing process requirements
5. Fixture Cut Sheets for City on equipment and parts.
6. Coordinate with PS Building Department and make corrections based upon plan check & permit.
7. Revisions of Plans based on changes on project program.
8. Provide Project Construction Estimates
 - Potential phasing options
 - Revisions due to changes in project program.

iii. Bid Document Preparation

1. Technical specifications preparation
2. Revisions to specifications per PS Public Works and Engineering Department
3. Coordination with PS Public Works and Engineering Department for front-end of Project Manual

2. COMPENSATION FOR PHASE III SCOPE OF WORK SERVICES

a. Under existing Agreement, dated June 8, 2015

1. Outdoor performance facility compensation of Twelve Thousand Dollars (\$12,000), and shall not be exceeded
2. Ballfield Lighting compensation of Eight Thousand Dollars (\$8,000), and shall not be exceeded
3. Reimbursable: Allowance of One Thousand Dollars (\$1,000) to be billed at 1.10 times cost to Consultant, and shall not be exceeded.

Total compensation, under Agreement Amendment not to exceed Twenty-one Thousand Dollars (\$21,000), and will be billed per Agreement.

Except as otherwise amended the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the dates stated below.

“CITY”
City of Palm Springs

Date: _____

By: _____
David H. Ready,
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

“CONSULTANT”
Interactive Design Corporation

Date: _____

By : _____
Reuel A. Young
President

Date: _____

Maria Song
Secretary