



City Council Staff Report

Date: March 25, 2009 CONSENT CALENDAR

Subject: APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH RGA LANDSCAPE ARCHITECTS, INC. FOR THE TAHQUITZ CANYON WAY MEDIAN, PALM SPRINGS CITY HALL, AND RIVERSIDE COUNTY ADMINISTRATIVE OFFICES SCHEMATIC LANDSCAPE DESIGN, CITY PROJECT 08-20

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Award of this contract will allow the City to proceed with preparation of schematic landscape designs for the Tahquitz Canyon Way median (extending from Indian Canyon Drive to El Cielo Road), Palm Springs City Hall, and the Riverside County Administrative Offices complex.

RECOMMENDATION:

- 1) Approve Agreement No. _____ with RGA Landscape Architects, Inc., in the amount of \$63,540 for preparation of schematic landscape plans for the Tahquitz Canyon Way median (extending from Indian Canyon Drive to El Cielo Road), Palm Springs City Hall, and the Riverside County Administrative Offices complex (City Project No. 08-20); and
- 2) Authorize the City Manager to execute all necessary documents; and
- 3) Direct the City Manager to appoint a Steering Committee for this project.

STAFF ANALYSIS:

On May 29, 2008, Mayor Pougnet issued a call to the citizens of Palm Springs to join him on "The Palm Springs Path to Sustainability", and "20 First Steps on Sustainability" agreed upon by the Palm Springs City Council on May 21, 2008, including:

2. Complete a comprehensive water audit of all public buildings and facilities and develop an action plan that will reduce City water usage by 50% by 2012; and

5. Identify City Hall as a showcase for public sustainability efforts and a model for energy, water and waste conservation; and
9. Implement a model re-landscaping project showcasing the Tahquitz Median from the airport to downtown by the end of 2009.

The purpose of this project is to implement these provisions of the Mayor's call for sustainability, and will provide the City with a professional schematic landscape plan to convert the existing Tahquitz Canyon Way median landscaping to a desert-landscape, drought tolerant, and sustainable landscape that balances the Mayor's call for sustainability while maintaining the enduring vision of greenery and colorful annuals for Palm Springs tourists. The project also requires preparation of schematic landscape plans for the Palm Springs City Hall and Riverside County Administrative Offices complex.

In October, staff prepared a Request for Proposals (RFP), to solicit proposals from landscape architects interested in working on this project. In the RFP, staff emphasized the following:

This project is a highly visible, important architectural project for the City of Palm Springs. A well conceived, "Palm Springs" design for the landscaping is expected. The project will require collaboration with the community, City staff, as well as, the Architectural Advisory Committee, the Planning Commission, and City Council. Processing the schematic landscape architectural plans through the City's Major Architectural Approval process is required.

On October 17, 2008, the RFP was released for public review and distributed to landscape architecture firms registered with the City.

On November 14, 2008, the following 17 firms submitted Proposals in reply to the City's solicitation (in alphabetical order):

BMLA, Inc.; Corona, CA
Community Works Design Group; Riverside, CA
Conceptual Design & Planning Company Inc.; Irvine, CA
Copley Design Collaborative; Oceanside, CA
David Evans and Associates, Inc.; Riverside, CA
David Volz Design; Costa Mesa, CA
Design Workshop; Stateline, NV
FORMA; Costa Mesa, CA
Hermann & Associates; La Quinta, CA
NUVIS; Costa Mesa, CA
Randy Purnel Landscape Architects; Rancho Mirage, CA
RGA Landscape Architects, Inc.; Palm Desert, CA

RHA Landscape Architects-Planners, Inc; Riverside, CA
RJM Design Group Inc.; San Juan Capistrano, CA
Stantec; San Marcos, CA
Summers/Murphy & Partners, Inc.; Dana Point, CA
TKD Associates, Inc.; Rancho Mirage, CA

On December 3, 2008, the City Council appointed Mayor Pro Tempore Mills and Councilmember Hutcheson to the Tahquitz Median Landscape Design Subcommittee. Subsequently, staff met with the Council Subcommittee to form an Evaluation Committee to participate in reviewing the submitted proposals, which consisted of the following individuals:

- Mayor Pro Tempore Mills
- Councilmember Hutcheson
- Planning Commissioner Doug Donenfeld
- Sustainability Commissioner Mark Nichols
- Michael Buccino (Owner, Michael Buccino Associates)
- Director of Parks and Recreation, Sharon Heider
- Asst. Director of Public Works, Marcus Fuller

On January 15, 2009, the Evaluation Committee met to review the final ranking of the submitted proposals, following each Committee member's independent review and evaluation of the proposals. As a result, the Committee concluded that there were two "top ranked" firms: Design Workshop and RGA Landscape Architects, Inc. These firms were invited to participate in a formal interview on February 19, 2009.

Following the interviews, the Evaluation Committee met and considered RGA Landscape Architects, Inc., (RGA) as the most qualified firm. The firm proposes the following individuals as the primary staff assigned to this project: Ronald Gregory, Rob Parker, and Reuel Young (who will be working in conjunction with RGA as a consultant). Staff has prepared a consultant services agreement with RGA who has offered to provide the required services in an amount not to exceed \$63,540.

Given the importance of this highly visible public project, staff recommends that City Council authorize the City Manager to form a Steering Committee to work with RGA throughout the process of preparing preliminary and final schematic landscape designs. It is staff's recommendation that the Evaluation Committee be assigned this task as the Steering Committee, with the exception of Michael Buccino, on the basis that it might appear as a conflict of interest having Michael Buccino indirectly coordinate the preparation of schematic landscape plans by another local landscape architect.

FISCAL IMPACT:

Although this project was not included as a capital improvement project in the 2008/2009 fiscal year budget, staff is recommending that this project be funded from the following Measure Y account: 261-2494-51525 (Desert Landscape Conversion). Staff notes that this account was first established as part of the 2006/2007 fiscal year budget, and has not yet been used for a desert landscape conversion project. The account was continued into the 2008/2009 fiscal year budget with a balance of \$107,639.

SUBMITTED:



David J. Barakian
Director of Public Works/City Engineer



Thomas J. Wilson
Assistant City Manager



David H. Ready, City Manager

ATTACHMENTS:

1. Agreement

ATTACHMENT 1
AGREEMENT

**CONSULTING SERVICES AGREEMENT
RGA LANDSCAPE ARCHITECTS, INC.
TAHQUITZ CANYON WAY MEDIAN, CITY HALL & RIVERSIDE COUNTY
ADMINISTRATIVE OFFICES
CITY PROJECT NO. 08-20**

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into this ___ day of _____, 2009, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and **RGA Landscape Architects, Inc.**, a California corporation ("Consultant").

RECITALS

A. City requires professional landscape architectural services to develop schematic landscape plans for the existing Tahquitz Canyon Way median (extending from Indian Canyon Drive to El Cielo Road), Palm Springs City Hall (located at the northwest corner of Tahquitz Canyon Way and El Cielo Road), and the Riverside County Administrative Offices complex (located at the southwest corner of Tahquitz Canyon Way and El Cielo Road) ("Project").

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

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

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

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

AGREEMENT

1. CONSULTANT SERVICES

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

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

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

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

2. TIME FOR COMPLETION.

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

3. COMPENSATION OF CONSULTANT

3.1 Compensation of Consultant. For the services rendered pursuant to this Agreement, Consultant shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed **\$63,540.**

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

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

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

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

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

4. PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 9.5 of this Agreement, this Agreement shall continue in full force and effect until **December 31, 2011**, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

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

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

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

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

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

<u>Name:</u>	<u>Title:</u>
Ronald Gregory	President
Rob Parker	Designer
Reuel Young	Design Consultant

6. INSURANCE

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

7. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, which Claims arise out of or are related to Consultant's performance under this Agreement, but excluding such Claims arising from the negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

8. RECORDS AND REPORTS

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

8.2 Records. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

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

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

9. ENFORCEMENT OF AGREEMENT

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

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

9.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such

rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

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

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

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

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

11. MISCELLANEOUS PROVISIONS

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

To City:

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

To Consultant:

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

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

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

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

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

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[SIGNATURE PAGE SEPARATELY ATTACHED]

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

"CITY"
City of Palm Springs

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

"CONSULTANT"
RGA Landscape Architects, Inc.

Date: _____

By : _____
(name)

(president)

Date: _____

(name)

(secretary)

EXHIBIT "A"

**CONSULTANT'S
SCOPE OF SERVICES/WORK**

Including,

Schedule of Fees

And

Schedule of Performance

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

SCOPE OF WORK

General Scope of Work: Consultant shall provide professional landscape architectural services to develop schematic landscape plans for the existing Tahquitz Canyon Way median (extending from Indian Canyon Drive to El Cielo Road), Palm Springs City Hall (located at the northwest corner of Tahquitz Canyon Way and El Cielo Road), and the Riverside County Administrative Offices complex (located at the southwest corner of Tahquitz Canyon Way and El Cielo Road).

Consultant shall prepare a professional schematic landscape plan to convert the existing Tahquitz Canyon Way median landscaping to a desert-landscape, drought tolerant, and sustainable landscape that balances the Mayor's call for sustainability while maintaining the enduring vision of greenery and colorful annuals for Palm Springs tourists. Drought tolerant, sustainable landscaping should be dominant, but not the only landscape concept. The landscape plan shall include concepts for landscaping the Palm Springs City Hall and Riverside County Administrative Offices complex.

This project is a highly visible, important architectural project for the City of Palm Springs. Consultant shall prepare a well conceived, "Palm Springs" design for the landscaping. The project will require collaboration with the community, City staff, as well as, the Architectural Advisory Committee, the Planning Commission, and City Council. Processing the schematic landscape architectural plans through the City's Major Architectural Approval process is required.

Consultant shall attend various City meetings to discuss and finalize preliminary schematic drawings. The consultant shall be expected to present preliminary concepts, incorporate comments and revisions, and present final schematic drawings.

The following project coordination shall be expected:

1. Coordinate with City staff, Southern California Edison and Desert Water Agency (DWA) as required to determine project parameters and constraints, landscape installation, operation and maintenance issues; collect data and record information.
2. Prepare and present proposed landscape architectural schematic plans to City staff, the Architectural Advisory Committee, the Planning Commission, and the City Council, as may be required, using appropriate visual aids, including maps, slides and handouts; revise as required.
3. Perform project management and project schedule maintenance to ensure that the project timeline is adhered to and deadlines are met.

An overall Scope of Work is described below:

Design Schematic Phase

Review the existing Tahquitz Canyon Way median, City Hall, and Riverside County Administrative Complex, constructed improvements; collect record information including proposed City Hall parking lot remodeling and resurfacing plans, and inventory existing improvements (utility locations, services (if any), raised median layout, etc.); record information will be made available as necessary, field review and inspection of existing facilities will be required.

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

Prepare preliminary landscape design schematic plans:

- Schematic plans are defined as plans that include not only landscaping concepts, but details of locations and sizes of plants, boulders, grass and annuals, but need not include specifications, irrigation drawings, or construction drawings
- Emphasize aesthetics
- Incorporate a unique "Palm Springs" design that balances the need to provide a visual gateway for tourists into and out of Palm Springs from the Palm Springs Airport
- Prepare appropriate full-color visual aids, including proposed plant palette, tree and shrub layout at mature growth, cross-sections, maps, and other media necessary to adequately present the proposed schematic plan

Present schematic plans:

- Present plans to City staff; revise as necessary
- Present plans to Architectural Advisory Committee, Planning Commission, and City Council; revise as necessary
- Obtain formal approval of plans through the City's Major Architectural Approval Process, up to and including formal approval by the City Council

Prepare construction estimate:

- Develop a construction estimate for installation of the schematic landscaping improvements, including a budget for associated irrigation system

Deliverables:

1. Project coordination, attendance at required meetings, and presentations of preliminary and final schematic drawings.
2. Complete professional preliminary landscape architectural schematic drawings and renderings, as required and necessary to obtain approvals of City staff, the Architectural Advisory Committee, Planning Commission, and City Council.
3. Construction estimate based on approved schematic landscape plans.

In accordance with Consultant's Work Proposals, the above described general scope of work shall be defined as:

Task 1 "Determine Project Parameters", which shall include among other things:

- Meet with City staff to discuss goals, constraints and aesthetics. Prepare narrative of goals based on outcome of meetings.
- Discuss proposed timeline, and adjust as needed.
- Gather information from City on existing site conditions and prepare base sheet.

Task 2 "Preliminary Schematic Design", which shall include among other things:

- Prepare preliminary schematic design.
- Submit to City for review and comment.
- Revise as necessary to address City comments.
- Submit and present to AAC for review.

Task 3 "Schematic Design", which shall include among other things:

- Prepare overall plan indicating the entire area of design with a vicinity map;
- Provide enlargements of key areas in plan view;
- Prepare cross sections of selected areas;

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

- Provide perspectives of key areas, and of City Hall (approx. 7 perspectives);
- Provide landscape narrative for planting, inorganic elements and irrigation;
- Provide image boards depicting photos of proposed plants and inorganic material;
- Provide plant palette;
- Provide estimate of construction costs for planting, inorganic elements and irrigation;
- Revise schematic plans incorporating comments from Planning Commission and City Council

SCHEDULE OF FEES

Task 1 "Determine Project Parameters":	\$12,330
Task 2 "Preliminary Schematic Design":	\$22,830
Task 3 "Schematic Design":	\$23,880
Reimbursable Expenses	\$4,500
Total	\$63,540

Note: All design fees are lump sum, not to exceed. All services shall be provided as described in the Scope of Work, as required in the City's Request for Proposals solicitation document and Consultant's Work Proposal, for the fixed fees indicated above, regardless of the total actual hours required to perform the services.

Consultant shall provide monthly invoices identifying progress made, and indicate percentage completion of the tasks identified for payment purposes.

Reimbursable expenses shall be paid with monthly invoices, up to the not to exceed allowance of \$4,500. Receipts for expenses reimbursed with monthly invoices shall be provided to the City.

SCHEDULE OF PERFORMANCE

The Consultant shall provide the services required in accordance with the Consultant's work schedule, generally defined as:

- Completion of Task 1: 3 weeks
- Completion of Task 2: 6 weeks
- Completion of Task 3: 14 weeks

EXHIBIT "B"

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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