

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 13th day of January, 2016, by and between the City of Cathedral City, a municipal corporation ("City") and Graphic Solutions, a California Corporation (Design Professional):

RECITALS

A. Design Professional is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Design Professional possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Design Professional to render professional services as set forth in this Agreement.

AGREEMENT

SERVICES OF CONSULTANT

1. Scope of Services; Extra Work.

A. Design Professional shall furnish the services described in the Scope of Services, attached hereto as Exhibit "B" and incorporated herein by this reference. Design Professional shall provide said services at the time, place, and in the manner specified in the Scope of Services.

B. At any time during the term of this Agreement, City may request that Design Professional perform Extra Work. As used herein, Extra Work means any work that is determined by City to be necessary for the proper completion of the services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Design Professional shall not perform, nor be compensated for, Extra Work without written authorization from City. Design Professional shall perform the Extra Work in the manner specified in the Scope of Services.

2. Familiarity with Work.

A. Design Professional warrants that it has thoroughly investigated and considered the scope of services and has carefully considered how the services should be performed and fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

B. If the services involve work upon any site, Design Professional warrants that it has, or will, investigate the site and is or will be fully acquainted with the existing conditions, prior to commencement of services hereunder. Should the Design Professional discover any latent or

unknown conditions that may materially affect the performance of the services hereunder, it shall immediately inform the City of such fact and shall not proceed without written instructions from the City except at its own risk.

3. Standard of Care. Services shall be performed by Design Professional in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Design Professional's profession currently practicing in California. By delivery of completed work, Design Professional certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws and the professional standard of care in California. Design Professional shall perform such services and duties in conformance to and consistent with that degree of care and skill consistent with the generally accepted professional standards prevailing at the time the work is performed. In addition, Design Professional represents that its work product does not infringe on any other copyrighted work. If Design Professional's work does infringe on any other copyrighted work, this constitutes willful misconduct under this Agreement.

4. Independent Evaluation. Design Professional is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations, and all other contingencies or design considerations. Data calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local or other conditions is not warranted or guaranteed, either expressly or impliedly, by the City.

5. Licenses.

A. Design Professional represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which is legally required to practice its profession as well as perform the services as set forth herein.

B. Design Professional represents and warrants to City that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Design Professional to practice its profession.

C. Design Professional shall maintain a valid City business license.

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

COMPENSATION

7. Contract Sum. Compensation to be paid to Design Professional shall be in accordance with the Schedule of Charges set forth in Exhibit "C", which is attached hereto and

incorporated herein by reference. No work or payment will be made by the City for future phases without the prior written approval of the City.

8. Payment.

A. Design Professional shall submit monthly billings to City describing the work performed during the preceding month. Design Professional's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures.

B. City shall pay Design Professional no later than 30 days after approval of the monthly invoice by City staff.

C. When payments made by City equal 95% of the maximum fee provided for in this Agreement, no further payments shall be made until City has accepted the final work under this Agreement.

PERFORMANCE SCHEDULE

9. Time of Performance.

The services of Design Professional are to commence upon execution of the Agreement, with work to be completed pursuant to the Performance Schedule, which is attached hereto as Exhibit "D" and is incorporated herein by this reference.

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

COORDINATION OF WORK

11. Independent Design Professional. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Design Professional, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Design Professional's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. It is understood that Design Professional, in the performance of the work and services agreed to be performed, shall act as and be an independent consultant and shall not act as an agent or employee of the City. Design Professional shall obtain no rights to retirement benefits that accrue to City's employees, and it hereby expressly waives any claim it may have to any such rights.

12. Conflicts of Interest.

A. Design Professional (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Design Professional's services hereunder. Design

Professional further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

B. The City has determined that Design Professional is not a designated employee within the meaning of the Political Reform Act.

13. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Design Professional. Assignments of any or all rights, duties or obligations of the Design Professional under this Agreement will be permitted only with the express consent of the City. Design Professional shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Design Professional shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

RECORDS AND REPORTS

14. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Design Professional, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Design Professional for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Design Professional or to any other party. Design Professional shall, at their expense, provide such reports, plans, studies, documents and other writings to City upon written request.

15. Licensing of Intellectual Property.

A. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Design Professional under this Agreement ("Documents and Data").

B. Design Professional shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

C. Design Professional represents and warrants that it has the legal right to license any and all Documents and Data it provides to the City under this Agreement.

16. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Design Professional in connection with the performance of

this Agreement shall be held confidential by Design Professional. Design Professional shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the services under this Agreement nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Design Professional shall not use the City's name or insignia, photographs relating to project for which Design Professional's services are rendered, or any publicity pertaining to the Design Professional's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

17. Books and Records.

A. Design Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Design Professional to this Agreement.

B. Design Professional shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Design Professional's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Design Professional's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Design Professional, Design Professional's representatives, or Design Professional's successor-in-interest.

INSURANCES

18. Insurance Requirements.

A. Policies. Design Professional, at its own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

1. Workers Compensation Coverage. Design Professional shall maintain Workers Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Design Professional

shall require each subcontractor to similarly maintain Workers Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Design Professional for City. This provision shall not apply if Design Professional has no employees performing work under this Agreement. If the Design Professional has no employees for the purposes of this Agreement, Design Professional shall sign the Certificate of Exemption from Workers Compensation Insurance attached hereto as Exhibit "E", and incorporated herein by reference.

2. General Liability Coverage. Design Professional shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. Design Professional shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Design Professional arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. Design Professional shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Design Professional's operations under this Agreement, whether such operations by the Design Professional or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence.

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

1. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of the Design Professional, including materials, parts or equipment furnished in connection with such work or operations.

2. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Design Professional shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

D. Certificates of Insurance. Design Professional shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

19. Indemnity. To the fullest extent permitted by law, the Design Professional shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Design Professional or the acts or omissions of an employee, agent or subcontractor of the Design Professional. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this section are not limited by the provisions of Section 18 relating to insurance.

ENFORCEMENT OF AGREEMENT

20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Design Professional. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

21. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provisions under this Agreement. Payment by City under this Agreement shall not be deemed a waiver of defects, even if

such defects were known to the City at the time of payment.

22. Rights and Remedies. 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.

23. Controlling Law Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

24. Litigation Expenses and Attorneys Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys fees.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Authority to Enter Agreement. Design Professional has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27. Termination. City may terminate this Agreement immediately for cause. City may terminate this Agreement without cause upon fifteen days written notice of termination. Upon termination, Design Professional shall be entitled to compensation for services performed up to the effective date of termination.

MISCELLANEOUS

28. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Charles P. McClendon
City Manager
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

If to Consultant: Simon Andrews, Principal
Secretary of the Corporation
Graphic Solutions
2952 Main Street
San Diego, CA 92113

29. Amendments. This Agreement may be modified or amended only by a written document executed by both Design Professional and City and approved as to form by the City Attorney.

30. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

31. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

CITY OFFICERS AND EMPLOYEES

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

33. Prohibited Interests. Design Professional warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Design Professional, to solicit or secure this Agreement. Further, Design Professional warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Design Professional, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

34. Equal Opportunity Employment. Design professional represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of sex, marital status, race, color, religion, ancestry, natural origin, physical handicap, sexual orientation or domestic partnership status. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

35. Period of Performance. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract may be extended by contract amendment.

36. Allowable Costs and Payments.

A. The method of payment for this contract shall be based on the amount negotiated and agreed to for each Task Order. The total price paid the Design Professional shall

include compensation for all work and deliverables, including travel and equipment described in Exhibit "B," Scope of Services, of the original contract agreement. No additional compensation shall be paid to the Design Professional unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the agreed upon compensation will be negotiated between the Design Professional and the City. Adjustment in the compensation will not be effective until authorized by contract amendment and approved by the City.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by the Design Professional. If Design Professional fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Agreement Paragraph 27, "Termination."

C. The Design Professional shall not commence performance of work or services until this contract has been approved by the City and notification to proceed has been issued by the City's Contract Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. The Design Professional will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City's Contract Manager of itemized invoices in triplicate. Invoices shall be submitted no later than Forty Five (45) calendar days after the performance of work for which the Design Professional is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice shall contain the final cost and all credits due the City that include any equipment purchased under the provisions of Paragraph 40, "Equipment Purchase" of this contract. The final invoice shall be submitted within Sixty (60) calendar days after completion of the Design Professional's work. Invoices shall be mailed to the City's Contract Manager at the following address:

City of Cathedral City
Contract Manager / Leisa A. Lukes, R.L.A.
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

37. Cost Principles.

A. The Design Professional agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

B. The Design Professional also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Design Professional that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Design Professional to the City.

38. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Design Professional, subcontractors, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, City, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Design Professional that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

39. Subcontracting.

A. The Design Professional shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

C. Any substitution of subcontractors shall be approved in writing by the City's Contract Manager.

40. Equipment Purchase.

A. Prior authorization in writing by the City's Contract Manager shall be required before the Design Professional enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or Design Professional services. The Design Professional shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the Design Professional's Cost Proposal and exceeding \$5,000 prior authorization by the City's Contract Manager; based on three competitive quotations shall be submitted with the request, or in the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "The Design Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is

terminated, the Design Professional may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sales price. If the Design Professional elects to keep the equipment, fair market value shall be determined at the Design Professional's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City and the Design Professional. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City."

D. All subcontracts in excess \$25,000 shall contain the above provisions.

41. Confidentiality of Data.

A. All financial, statistical, personal, technical, or other data and information relative to the City's operations, which are designated confidential by the City and made available to the Design Professional in order to carry out this contract, shall be protected by the Design Professional from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the City relating to the contract, shall not authorize the Design Professional to further disclose such information, or disseminate the same on any other occasion.

C. The Design Professional shall not comment publicly to the press or any other media regarding the contract or the City's actions on the same, except to the City's staff, Design Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. The Design Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City, and receipt of the City's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by the Design Professional to any entity other than the City.

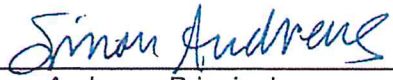
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CATHEDRAL CITY

CONSULTANT

Charles P. McClendon
City Manager



Simon Andrews, Principal
Secretary of the Corporation
Graphic Solutions

ATTEST:

Gary F. Howell, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Leisa A. Lukes, R.L.A.
Business Development Administrator

Eric S. Vail, Esq.
City Attorney

EXHIBIT A
SPECIAL REQUIREMENTS

None.

EXHIBIT "B"

SCOPE OF SERVICES

PURPOSE

To provide design services to the City of Cathedral City, California to develop and implement a comprehensive wayfinding signage program.

OBJECTIVES

- Facilitate wayfinding throughout the City
- Enhance the City's identity, reflecting themes associated with the City's history and distinctive character
- Help promote economic growth
- Create signage that is unique, functional and economically viable
- Contribute to recreational and social opportunities and civic pride

Phase I. Planning and Research

- A. Review City maps, local attractions and historical sites, public parking locations and any related materials, provided by City staff. Conduct an assessment of general geographic and environmental conditions, vehicular traffic movements, pedestrian and bicycle traffic patterns, architectural and streetscape styles and the location of key landmarks, attractions and amenities.
- B. Research and review applicable City sign regulations / processing methods and any existing signage program or criteria.
- C. Perform field survey and photo documentation of the City, including the recently-annexed area north of the Interstate, and focusing on Town Square. Note any existing wayfinding signage and determine which signs can be removed or consolidated to conform to new wayfinding program. Evaluate feasibility of reusing existing locations, poles or hardware on individual location basis.
- D. Prepare design preference survey including examples of similar sign types in other cities and including earlier proposed concepts for Cathedral City, overview of Tasks I, A-C - for discussion with Sign Program Committee.
- E. Meet with staff from City and the Sign Program Committee to discuss project overview, verify objectives and program parameters and identify project signage needs, determine design preferences through a preference survey, establish a schedule, and agree on specific strategies for developing consensus. Presentation to include photo-imaging of typical locations and conditions, and city map for discussion of locations and destinations.

- F. Prepare a preliminary Locational Map to identify typical sign locations and destinations for the new wayfinding system.
- G. Research imaging and theming appropriate to the character of the project, taking into consideration current Cathedral City branding campaigns.

Estimated Fees, Phase I: \$10,455.00 including expenses

Schedule: Weeks 1 - 4

Phase II. Schematic Design

- A. Create sketch pack of preliminary designs reflecting recommended treatments and design preferences for the following elements:

- 1. Gateway/City Entryway Identification
- 2. Directional signage – vehicular, pedestrian and bicyclist
- 3. Pedestrian Directory signs – for Town Square
- 4. Public Service Reader Board

Concepts will be typical only, for purposes of establishing a comprehensive program of design solutions appropriate to the project. Solutions to include indications for sizes, materials, colors, lighting and sign locations.

- B. Create schematic plan identifying proposed sign types, sizes and schematic locations, including recommendations for consolidation/removal of existing signage so it conforms with the new program.
- C. Meeting with City staff and Sign Program Committee to present preliminary design concepts and draft Locational Map for review and comment.
- D. Adjust concept designs per comments.
- E. Third meeting with City staff and Sign Program Committee to present revised concepts for review and comment, and selection of two alternative schemes for additional adjustment, if any, and recommendation to City Council.
- F. Adjust selected alternative schemes.
- G. Prepare preliminary cost estimates for the implementation of treated elements.
- H. Forward adjusted concepts and preliminary cost estimates to City staff for review and approval.

- I. Based on staff approval, prepare presentation for City Council selection of final scheme. Presentation to include photo-composite images of design concepts in typical environments in the City.
- J. Presentation to City Council for selection of final scheme.

Estimated Fees, Phase II: \$17,150.00 including expenses
Schedule: Weeks 5 – 14

Phase III. Design Development and Contract Documents

- A. Prepare mock-up of vehicular directional sign to verify readability, size and scale.
- B. Perform site study to verify details for design intent drawings and to investigate/document site conditions at proposed sign locations
- C. Based on City Council-approved concept design scheme, site studies and review of mock-up, and in coordination with City's Public Works staff, prepare design intent drawings (11" x 17") and Construction Specifications sufficient for competitive bidding, fabrication and installation by qualified sign contractor, including:
 - Sign Location Plan (based on City-provided street improvement plans)
 - Message schedule
 - Control dimensions
 - Call-outs for materials, finishes, timesteps, and lighting effects
 - Color specifications
 - Elevations, side and top views where appropriate
 - Structural Engineering

The following typical elements will be treated:

- 1. Gateway/City Entryway Identification
- 2. Directional signage – vehicular, pedestrian and bicyclist
- 3. Pedestrian Directory signs – for Town Square
- 4. Public Service Reader Board

(Does not include copy layouts, camera-ready artwork/patterns, sections or construction details, which are to be provided by sign fabricator or others as part of the shop drawing submittal.)

- D. Prepare updated cost estimates for treated elements.

- E. Forward draft Design Intent Drawings, Construction Specifications, and updated cost estimates to City staff for review and comment.
- F. Adjustments to Design Intent Drawings and Construction Specifications per City staff comments (one round of adjustments).
- G. Forward final package to City staff for distribution to bidders.

Estimated Fees, Phase III: \$8,520.00 including expenses
Schedule: Weeks 15 – 22

Phase IV. Construction Administration

Provide the following services related to implementation of signage:
 Note: Submittals to be delivered to Graphic Solutions' office.

- A. Review, adjust, and approve submittals from sign contractor:
 - shop drawings
 - patterns and photo ready art
 - materials and color samples
- B. Provide responses to Requests for Information (RFI's).
- C. Perform final inspection, create punch list of required corrections and verify compliance with same (2 site visits).
- D. Coordination and communications with contractors and/or City staff as identified above.

Estimated Fees, Phase IV: \$3,790.00 including expenses
Schedule: Per City's Implementation Plan

TOTAL ESTIMATED FEES for Phases I-IV..... \$39,915.00 including expenses

NOTE: Up to (4) meetings and (4) site visits are included in the fee estimate. Additional meetings, site visits and/or services will be at the client's request and will be billed on a time and materials basis as an addition to the fee estimate shown above.

EXHIBIT "C"

SCHEDULE OF CHARGES

BILLING RATES

Current

Hourly

Billing

Rates

Classification*

\$135

Principal

\$95

Sr. Designer; Sr. Project Manager; Planning Specialist; Estimator

\$85

Project Manager II; Designer II; Technical Writer/Copywriter

\$75

Project Manager I; Designer I

\$60

Production Artist; Production Coordinator

\$45

Production Assistant; Clerical/Word Processing

* Project assignments are made based on employee skill levels and the type of work being performed.

REIMBURSABLES

Outside Services/Expenses: In addition to fees, Graphic Solutions shall be reimbursed at cost plus 10% for outside services requiring creative/art direction (e.g., professional photography, renderings, copywriting), and for all other outside services or expenses related to the execution of the work, including, but not limited to: blueprints, vellums, photocopies; photographic supplies and processing; photostats, printing, typesetting, word processing; transportation and accommodations; delivery and shipping. Client may elect to be billed directly by suppliers for project-related expenses. If this election is made, Client shall identify, upon execution of this contract, those expenses for which the Client will make payment directly. Client shall provide to Graphic Solutions its account numbers for suppliers identified for direct billing and payment of expenses.

In-House Expenses: Graphic Solutions shall be reimbursed at a flat rate for certain in-house expenses in accordance with the following schedule:

- Digital color proofs up to 8-1/2" x 14" \$ 5.00 each
- Matte board \$ 5.00 per board
- PMS paper \$ 5.00 per sheet
- Photocopies for copy counts exceeding 50 pages \$ 0.15 per page
- Compact Disk \$ 10.00
- Comb Binding \$ 5.00 per set

EXHIBIT "D"

PERFORMANCE SCHEDULE

City of Cathedral City Citywide Wayfinding Sign Program			Principal	Design	Sr. Project Manager
			\$135	\$95	\$95
Phase I. Planning and Research - Weeks 1-4					
A	Review maps, attractions, sites, etc. Conduct assessment of patterns		4	16	2
B	Research & review sign regulations/processing methods		1	1	1
C	Site study and photo documentation of the City		4	4	2
D	Prepare design preference survey		1	8	2
E	Meeting to discuss project overview		8	16	2
F	Prepare preliminary Locational Map		1	16	1
G	Research imaging & theming		1	8	0
Sub-total Labor Hours			20	69	10
Sub-total Labor \$			\$2,700	\$6,555	\$950

\$135 \$95 \$95

Phase II. Schematic Design - Weeks 5-14							
A	Create sketch pack of preliminary designs			4	56	6	
B	Create schematic plan with sign types, sizes, locations & recommendations			4	12	2	
C	Meeting to present preliminary design concepts & draft Locational Map			8	0	0	
D	OPTIONAL: Public Workshop or online survey						
E	Adjust concept designs per comments			4	14	2	
F	Meeting to present revised concepts for review & selection of 2 alt. schemes			8	0	0	
G	Adjust selected alternative schemes			2	8	1	
H	Prepare preliminary cost estimates for implementation of treated elements			1	4	2	
I	Forward adjusted concepts and prelim. Cost estimates for review & approval			0	1	0	
J	Prepare presentation for City Council			2	8	1	
K	Presentation to City Council for selection of final scheme			8	0	0	
				Sub-total Labor Hours	41	103	14
				Sub-total Labor \$	\$5,535	\$9,785	\$1,330

\$135 \$95 \$95

Phase III. Design Development & Contract Documents - Weeks 15-22							
A	Prepare mockup of vehicular directional sign.			1	2	1	
B	Perform site study to verify details for design intent drawings			8	8	0	
C	Prepare design intent drawings and construction specifications			2	16	4	
D	Prepare updated cost estimates for treated elements			1	2	2	
E	Forward design intent drawings, construction specifications & cost estimates for review			0	1	0	
F	Adjust design intent drawings and construction specifications per comments			2	16	1	
G	Forward final package for distribution to bidders			0	1	0	
				Sub-total Labor Hours	14	46	8
				Sub-total Labor \$	\$1,890	\$4,370	\$760

\$135 \$95 \$95

Phase IV. Construction Administration - Per City's Implementation Plan						
A	Review, adjust and approve submittals from sign contractor			1	8	2
B	Provide responses to RFI's			1	4	2
C	Perform final inspection, create punch list & verify compliance			1	16	1
D	Coordinate & communicate with contractors and City staff			0	0	0
Sub-total Labor Hours				3	28	5
Sub-total Labor \$				\$405	\$2,660	\$475

Summary	Principal	Sr. Designer	Senior Project Manager
Hours	78	246	37
Total Costs	\$10,530	\$23,370	\$3,515