Agenda Item A.7
CONSENT CALENDAR
Meeting Date: February 18, 2020

TO: Mayor and Councilmembers

FROM: Vyto Adomaitis, Neighborhood Services and Public Safety Director

CONTACT: JoAnne Plummer, Parks and Recreation Manager

SUBJECT: Community Garden, San Jose Creek Bike Path and Improvements at Armitos Park Professional Design Services Agreement with RRM Design Group

RECOMMENDATION:

Authorize the City Manager to enter into a Professional Design Services Agreement with RRM Design Group (RRM) for the design of the Community Garden, improvements to and the incorporation of the existing plans for San Jose Creek Bike Path at Armitos Park in an amount not to exceed $118,200, expiring June 30, 2021.

BACKGROUND:

In 2015, the City Council adopted the Recreation Needs Assessment, in which one of the recommendations was the design and construction of a community garden in Goleta. Through careful evaluation of existing City-owned properties, it was determined that the ideal location would be the undeveloped portion of the Armitos Park property in Old Town on Armitos Avenue. At that time, the project was added to the City's adopted Capital Improvement Project listing.

DISCUSSION:

In 2019, the City of Goleta applied for a State of California Proposition 68 Grant to fund this project. As part of the application process, it was necessary to provide a conceptual design of the proposed project. The conceptual design was reviewed by representatives from UCSB's Master Gardener Program, Fairview Gardens and community members with a strong interest in the project, providing recommendations for improvements that were incorporated. The revised conceptual design (Attachment 2) was presented to and supported by the Parks and Recreation Commission at their meeting of October 2, 2019.

At the end of October 2019, the City released a Request for Proposals for the professional design, plans, specifications and estimate services for the Community Garden, San Jose Creek Bike Path and Improvements at Armitos Park. Three proposals were received and upon staff evaluation, it was determined that RRM was considered the most qualified to deliver the project.

It is intended that this project will follow the same timelines as the Splash Pad and Improvements at Jonny D. Wallis Neighborhood Park in order to reduce the impacts to the adjacent neighborhood caused by construction activities. Upon approval of this agreement (Attachment 1) and confirmation from the State of California regarding the award decision of Proposition 68, this project will take approximately 42 weeks, barring any unforeseen delays.

GOLETA STRATEGIC PLAN:

City-Wide Strategy: Support Community Vitality and Enhanced Recreational Opportunities

Strategic Goal: Support programs that enhance quality of life in the Goleta community such as recreation, public safety, human services, and cultural arts

City-Wide Strategy: Return Old Town to a Vital Center of the City

Strategic Goal: Support programs that enhance quality of life in the Goleta community such as recreation, public safety, human services, and cultural arts

FISCAL IMPACTS:

As mentioned, the City of Goleta has applied for a State of California Proposition 68 Grant to fund this project, and currently there is $222,440 in the budget, with an approved appropriation of $175,000 for FY 2020/2021. The request is for $118,200, of which $108,200 is for the design contract and the additional $10,000 as contingency for any unforeseen studies or permits that may be necessary throughout this process. No additional appropriation is needed.

Community Garden (CIP 9084), FY 2019/2020				
Fund Type	**Account**	**FY 19/20 Adopted Budget**	**FY 19/20 YTD Actuals**	**FY 19/20 Budget Balance**
PARK DIF	221-5-9111-706	$225,000	$2,560	$224,440

It is important to note, that if the City of Goleta is successful on the submitted grant application, the City would receive reimbursement for expenses related to this project.

ALTERNATIVES:

Not awarding this contract at this time would not allow this project to proceed to construction in this calendar year.

Reviewed By:	**Legal Review By:**	**Approved By:**
Kristine Schmidt Assistant City Manager	Michael Jenkins City Attorney	Michelle Greene City Manager

ATTACHMENTS:

1. Professional Services Agreement between RRM Design Group and the City of Goleta regarding the design services for the Splash Pad and Improvements at Jonny D. Wallis Neighborhood Park.

2. Conceptual Design of Armitos Park Improvements

ATTACHMENT 1

Agreement for Professional Design Services between The City of Goleta and RRM Design Group for The Community Garden, San Jose Creek Bike Path and Improvements at Armitos Park

ATTACHMENT 1

Project Name: CIP 9084 The Community Garden, San Jose Creek Multipurpose Path and Improvements at Armitos Park

BETWEEN THE CITY OF GOLETA
AND
RRM DESIGN GROUP

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 18th day of February, 2020, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and (**CONSULTANT),** RRM Design Group (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional design services for the community garden, San Jose Creek multipurpose path and improvements at Armitos Park Project; and

WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the CITY procured these services in compliance with Goleta Municipal Code 3.05.240 by a Request for Proposal Solicitation process.

WHEREAS, the City Council, on this 18th day of February, 2020, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Design Services in conjunction with the community garden, San Jose Creek multipurpose path and improvements at Armitos Park Project. Services shall generally include architectural, landscaping, and engineering more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of $118,200 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

> Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2021, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is JoAnne Plummer, Parks and Recreation Manager. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2021, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Lief McKay is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a

court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate.

b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of $1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of $1,000,000 per accident or disease.

d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of $1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.

b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.

c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTs for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage

or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:	Attention: Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO CONSULTANT:	RRM Design Group Attn: Lief McKay, Principal in Charge 3765 South Higuera Street, Suite 102 San Luis Obispo, CA 93401

32. **COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Lief McKay, Principal-in-Charge

ATTEST

Deborah Lopez, City Clerk

Erik Justeen, CEO

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

SCOPE OF SERVICES

The following is a list of deliverable services based on our approach for the project. The tasks are structured to generally conform with the format provided within the RFP. Some tasks have been renamed for brevity..

PHASE 1: PROJECT MANAGEMENT/ADMINISTRATION

TASK 1-PM-1: MANAGEMENT AND QUALITY CONTROL

The following deliverables will be provided through Phases 1 through 4:

- Project management and coordination
- Consultant team correspondence
- Quality review of deliverables

TASK 1-PM-2: ATTEND PROJECT MEETINGS

The following meetings are intended to be shared for both Armitos and Wallis projects. Should the timing shift such that both projects are not running concurrently, optional tasks for additional meetings will be required.

RRM key personnel will attend the following meetings:

- One (1) kickoff meeting with Client during Phase 1: Preliminary Design
- One (1) team meeting to review during Phase 2: Development Plan (2-PD-3)
- One (1) team meeting for preliminary review during Phase 3: Parks Commission
- One (1) team meeting for final review during Phase 3: Parks Commission

TASK 1-PM-3: PREPARE INVOICES PER CITY SPECIFICATIONS

- Invoice preparation and coordination per City's Specifications

PHASE 1: PRELIMINARY DESIGN

TASK 1-PD-1: DEVELOP BASE MAPPING

- Topographic Base Map Field Survey of the project area in AutoCAD format
  - One (1) foot contours
  - Hardscape, curb, and pavement edges
  - Playground elements (surfacing, structures, walkways)
  - Existing site elements such as trees (4" DBH or greater), surface evidence of utilities, and drainage structures

TASK 1-PD-2: COORDINATION BETWEEN PRELIMINARY DESIGN AND MULTIPURPOSE PATH

- Coordination with multipurpose path designer
- Data gathering of electronic base files for multipurpose path

TASK 1-PD-3: FINALIZE PRELIMINARY DESIGN OPTIONS

- Provide up to two (2) preliminary design options. Colorized large (PDF) format concept plans to include:
  - Community Garden Concepts
  - Modifications to existing playground and surfacing
  - Incorporate multipurpose trail design with design options
  - Accessible path of travel improvements

PHASE 2: PRELIMINARY DESIGN

TASK 2-PD-1: INCORPORATE MULTIPURPOSE PATH DESIGN

- Develop a preferred concept plan based on coordination with Client and multipurpose path designer
- Ensure both designs are tied together with an accessible path of travel

TASK 2-PD-2: COMPLETE DEVELOPMENT PLANS

- Develop preferred option into Complete Development Plans (35% Construction Document Level)

TASK 2-PD-3: REVIEW/APPROVAL OF 35% DEVELOPMENT PLANS

- Discuss comments received from Client and multipurpose path designer
- Compile a list of comments received on Development Plans
- Project meeting is covered in Task 1-PM-2

TASK 2-PD-4: FINALIZE DEVELOPMENT PLANS

- Update and submit Final Development Plans based on City comments received at the review

PHASE 3: FINAL DESIGN

TASK 3-FD-1: PRELIMINARY REVIEW PARKS AND RECREATION COMMISSION AND GOLETA WATER DISTRICT

- RRM key personnel will prepare for and assist in presenting project plans to parks and recreation commission (meeting provided in Task 1-PM-2)

TASK 3-FD-2: 65% DESIGN

- 65% Construction Document Package. Contents to include:
  - Title and Notes Sheets
  - Demolition Plan
  - Erosion Control Plan
  - Site Construction Plan
  - Construction Details
  - Grading and Drainage Plan
  - Stormwater Control Plan
  - Irrigation Plan
  - Planting Plan
  - Preliminary Opinion of Construction Cost

TASK 3-FD-3: 65% REVIEW

- Prepare an updated 65% Construction Document Package based on Client review for use at Parks and Recreation Commission

TASK 3-FD-4: FINAL REVIEW PARKS AND RECREATION COMMISSION

- RRM key personnel will prepare for and assist in presenting project plans to parks and recreation commission (meeting provided in Task 1-PM-2)

TASK 3-FD-5: 95% DESIGN AND SPECIFICATIONS

- 95% Construction Document Package. Contents to include all sheets previously included plus:
  - SWPPP
  - Horizontal Control Plan
  - Technical Specifications
  - Opinion of Construction Cost

TASK 3-FD-6: 95% REVIEW

- Coordinate with City staff to discuss comments based on the review of 95% Construction Documents

TASK 3-FD-7: 100% DESIGN AND SPECIFICATIONS

- 100% Construction Document Package. See Task 3-FS-2 and 3-FD-5 for contents

TASK 3-FD-8: BID PACKAGE

- Work with City to develop Bid Package
- Provide minor back-check plan revisions

TASK 3-FD-9: FINAL REVIEW

- Work with the construction management team during constructability review

TASK 3-FD-10: FINALIZE BID PACKAGE

- Provide final updates to plans and specifications based on constructability review with a construction management firm

PHASE 4: BIDDING/CONSTRUCTION SUPPORT

The following tasks are provided with the assumption that both Armitos and Wallis projects are running concurrently during construction. Authorization of additional meetings under optional tasks may be required should the project timing separate.

TASK 4-CS-1: PRE BIDDING REQUEST FOR INFORMATION (RFI) AND ADDENDA

- Develop Bidding Addenda
- Respond to contractor's RFIs

TASK 4-CS-2: CONFORMING SET OF PLANS AND SPECIFICATIONS

- Provide final construction set of plans and specifications based on addenda and RFIs responses

TASK 4-CS-3: PRE-CONSTRUCTION MEETING

- RRM key personnel will attend a pre-construction meeting with the contractor to discuss construction schedule, procedures, and respond to inquiries

TASK 4-CS-4: PRE-CONSTRUCTION RFIS

- RFI responses
- Submittal review

TASK 4-CS-5: RFIS, SUPPLEMENTAL INSTRUCTIONS, SUBMITTALS, AND COST REVIEW

- RFI responses
- Develop Supplemental Instructions when needed
- Submittal review
- Review potential change orders (PCOs)

TASK 4-CS-6: ATTEND PROGRESS MEETINGS

- Attend bi-weekly construction meetings to observe construction progress for the four-month duration; eight (8) meetings
- Field notes from site visits

TASK 4-CS-7: ASSIST WITH PROBLEM RESOLUTION

- Attend one (1) site meeting to discuss the potential issue
- Provide exhibits if needed to assist in the resolution

TASK 4-CS-8: RECORD DRAWINGS

- One (1) set of Record Drawings on mylar and in PDF format

OPTIONAL TASKS

TASK 5-OPT-1: PUBLIC MEETINGS

- Attendance to one (1) meeting to present concepts to the public

TASK 5-OPT-2: ADDITIONAL MEETINGS

- Attendance to two (2) additional meetings throughout the course of the project

TASK 5-OPT-3: ADDITIONAL CONSTRUCTION SITE VISITS

- This task is provided in the event the construction schedules of both projects do not completely coincide.
- Attendance to four (4) additional meetings throughout the course of the project

TASK 5-OPT-4: ELECTRICAL PLANS

- This task is provided in the event the City wishes to provide electrical services or lighting to the community garden. RRM's consultant will provide electrical plan sheets to be included in the 95% and& 100% completion levels
- Electrical Plan Sheets and Specifications
- Electrical Submittal\RFI Responses

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Environmental studies and Mitigation requirements
- Multipurpose path design AutoCAD files
- Meeting Location

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis

The following services or tasks are specifically excluded from the scope:

- Utility Plan
- Phasing Plan
- Electrical Plans (See optional task)
- Geotechnical Engineering
- Multipurpose Path Construction Documents (by others)
- Traffic Engineering
- Value Engineering after Design Development plan is approved by City.
- Permit and Processing Fees
- Environmental consulting or permitting
- Biological and agronomist reports and monitoring
- CEQA services

RRM PROJECT

Greystone Neighborhood Park, Bakersfield, CA

EXHIBIT B

Armitos Avenue Community Garden, Multipurpose Trail, and Improvements at Armitos Park

		FEE TYPE		LEE MCKAY Principal-in-Charge 205 $ per hour		CHRIS DUFOUR Project Manager 150 $ per hour		STEPHANIE SUESH Park Designer 80 $ per hour		MIKE HAMILTON Civil Engineer 195 $ per hour		GISELA RAMOS Civil Engineer 185 $ per hour		MIKE DOREMUS Structural Engineer 140 $ per hour		BRIAN HELLWIG Surveyor 140 $ per hour		ELECTRO & ASSOC. Electrical Engineer Lump sum per task
Phase 1: Project Management/Administration																		
1-PM-1	Management and Quality Control (Phase 1 - 4)	FF	$ 4,420	4	$820	24	$3,600	0	$0	0	$0	0	$0	0	$0	0	$0	$0
1-PM-2	Attend Project Meetings	FF	$ 4,800	0	$0	32	$4,800	0	$0	0	$0	0	$0	0	$0	0	$0	$0
1-PM-3	Prepare Invoices per City Specifications	FF	$ 600	0	$0	4	$600	0	$0	0	$0	0	$0	0	$0	0	$0	$0
	Phase 1 - Task PM Value:		$ 9,820															
Phase 1: Preliminary Design																		
1-PD-1	Develop Base Mapping	FF	$ 4,220	0	$0	2	$300	0	$0	0	$0	0	$0	0	$0	28	$3,920	$0
1-PD-2	Develop Coordination Between Preliminary Design and Multipurpose Path	FF	$ 600	0	$0	4	$600	0	$0	0	$0	0	$0	0	$0	0	$0	$0
1-PD-3	Finalize Preliminary Design Options	FF	$ 3,160	0	$0	4	$600	22	$2,560	0	$0	0	$0	0	$0	0	$0	$0
	Phase 1 - Task PD Value:		$ 7,980															
Phase 2: Preliminary Design																		
2-PD-1	Incorporate Multipurpose Path Design	FF	$ 600	0	$0	4	$600	0	$0	0	$0	0	$0	0	$0	0	$0	$0
2-PD-2	Complete Development Plans	FF	$ 6,460	0	$0	4	$600	32	$2,560	4	$780	24	$2,520	0	$0	0	$0	$0
2-PD-3	Review/Approval of 35% Developmese Plans	FF	$ 600	0	$0	4	$600	0	$0	0	$0	0	$0	0	$0	0	$0	$0
2-PD-4	Finalize Development Plans	FF	$ 1,780	0	$0	2	$300	8	$640	0	$0	8	$840	0	$0	0	$0	$0
	Phase 2 - Task PD Value:		$ 9,440															
Phase 3: Final Design																		
3-FD-1	Preliminary Review Parks and Recreation Commission and Goleta Water District	FF	INCLUDED 3-PM-2	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0
3-FD-2	65% Design	FF	$ 8,710	2	$410	12	$1,800	40	$3,200	4	$780	24	$2,520	0	$0	0	$0	$0
3-FD-3	65% Review	FF	$ 940	0	$0	2	$300	8	$640	0	$0	0	$0	0	$0	0	$0	$0
3-FD-4	Final Review Parks and Recreation Commission	FF	INCLUDED 3-PM-2	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0
3-FD-5	95% Design and Specifications	FF	$ 13,340	0	$0	24	$3,600	56	$4,480	4	$780	32	$3,360	8	$1,120	0	$0	$0
3-FD-6	95% Review	FF	$ 600	0	$0	4	$600	0	$0	0	$0	0	$0	0	$0	0	$0	$0
3-FD-7	100% Design and Specifications	FF	$ 5,160	0	$0	16	$2,400	24	$1,920	0	$0	8	$840	0	$0	0	$0	$0
3-FD-8	Bid Package	FF	$ 3,320	0	$0	8	$1,200	16	$1,280	0	$0	8	$840	0	$0	0	$0	$0
3-FD-9	Final Review	FF	$ 600	0	$0	4	$600	0	$0	0	$0	0	$0	0	$0	0	$0	$0
3-FD-10	Finalize Bid Package	FF	$ 2,390	0	$0	8	$1,200	12	$960	2	$390	8	$840	0	$0	0	$0	$0
	Phase 3 - Task PM Value:		$ 36,060															
Phase 4: Bidding/Construction Support																		
4-CS-1	Pre Bidding RFIs and Addenda	FF	$ 1,200	0	$0	8	$1,200	0	$0	0	$0	0	$0	0	$0	0	$0	$0
4-CS-2	Conforming Set of Plans and Specifications	FF	$ 620	0	$0	2	$300	4	$320	0	$0	0	$0	0	$0	0	$0	$0
4-CS-3	Pre-Construction Meeting	FF	$ 600	0	$0	4	$600	0	$0	0	$0	0	$0	0	$0	0	$0	$0
4-CS-4	Pre-Construction RFIs	FF	$ 600	0	$0	4	$600	0	$0	0	$0	0	$0	0	$0	0	$0	$0
4-CS-5	RFIs, Supplmental Instructions, Submittals and Cost Review	FF	$ 5,220	0	$0	24	$3,600	0	$0	4	$780	8	$840	0	$0	0	$0	$0
4-CS-6	Attend Progress Meetings	FF	$ 6,000	0	$0	40	$6,000	0	$0	0	$0	0	$0	0	$0	0	$0	$0
4-CS-7	Assist with Problem Resolution	FF	$ 1,530	0	$0	5	$750	0	$0	4	$780	0	$0	0	$0	0	$0	$0
4-CS-8	Record Drawings	FF	$ 2,100	0	$0	2	$300	12	$960	0	$0	8	$840	0	$0	0	$0	$0
	Phase 4 - Task CS Value:		$ 17,870															

Subtotal	$ 81,170
Reimbursable Expenses	$ 2,500
Estimated Project Total	$ 83,670

Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

		FEE TYPE																
Phase 5 - Optional Tasks																		
5-OPT-1	Public Meetings	FF	$ 750	0	$0	5	$750	0	$0	0	$0	0	$0	0	$0	0	$0	$0
5-OPT-2	Additional Meetings	FF	$ 1,500	0	$0	10	$1,500	0	$0	0	$0	0	$0	0	$0	0	$0	$0
5-OPT-3	Additional Construction Site Visits	FF	$ 3,300	0	$0	22	$3,300	0	$0	0	$0	0	$0	0	$0	0	$0	$0
5-OPT-4	Electrical Plans	FF	$ 18,980	0	$0	18	$2,700	0	$0	0	$0	0	$0	0	$0	0	$0	$16,280
	Phase 5 - Task OPT Value:		$ 24,530															

rrm design group

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
790 E. Colorado Blvd., # 460
Pasadena, CA 91101
Lic #0020739

CONTACT NAME: Marie Swaney
PHONE (A/C, No, Ext): 626-696-1890 FAX (A/C, No):
E-MAIL ADDRESS: mswaney@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of Ameri	25674
INSURER B : Evanston Insurance Company	35378
INSURER C : Travelers Indemnity Co. of Connecticut	25682
INSURER D : Hartford Fire Ins. Co.	19682
INSURER E :	
INSURER F :	

INSURED RRMDESIGN
RRM Design Group
3765 S. Higuera St., Suite 102
San Luis Obispo, CA 93401
805 543-1794

COVERAGES CERTIFICATE NUMBER: 1472131841 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	6802J428900	6/30/2019	6/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BA5046L942	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CUP4157T683	6/30/2019	6/30/2020	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	72WEGAD3G4V	6/30/2019	6/30/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			MKLV7PL0003730	6/30/2019	6/30/2020	Per Claim Annual Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is E&O Liability policy and has been changed to match the renewal alignment of all policies. Umbrella policy is a follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability. AM Best's Rating of Policies above: A/XII or greater.
Re: All operations of the named insured -- City of Goleta, its employees, officials, agents and member agencies are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

APPROVED
OCT 17 2019
RISK MANAGEMENT

CERTIFICATE HOLDER

City of Goleta
Attn: Michelle Greene
130 Cremona Dr, #B
Goleta CA 93117

CANCELLATION 30 Day Notice

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72WEGAD3G4V **Endorsement Number:**
Effective Date: 06/30/2019 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: RRM Design Group
San Luis Obispo, CA 93401
805 543-1794

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 06/30/2020

NAMED INSURED: RRM Design Group

POLICY NUMBER: 6802J428900

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or
b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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POLICY NUMBER 6802J428900

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 6/21/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED
B. EMPLOYEE HIRED AUTO
C. EMPLOYEES AS INSURED
D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
E. TRAILERS – INCREASED LOAD CAPACITY
F. HIRED AUTO PHYSICAL DAMAGE
G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
I. WAIVER OF DEDUCTIBLE – GLASS
J. PERSONAL PROPERTY
K. AIRBAGS
L. AUTO LOAN LEASE GAP
M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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ATTACHMENT 2

Conceptual Design of Armitos Park Improvements

LEGEND

1. EXISTING PLAYGROUND
2. NEW PLAY AREA
3. BIKE PATH
4. ADA WALKWAY
5. GARDEN PLOTS
6. TRELLIS
7. SEAT WALLS
8. SIGNAGE
9. EXISTING TREES
10. BUFFER ZONE
11. POLLINATOR PERENNIALS
12. DECORATIVE PAVING
13. TOOL SHED
14. WORK BENCHES
15. COMPOST BINS
16. PROPERTY LINE
17. SAND PLAY
18. SWINGS
19. FENCE
20. EXISTING BENCH
21. RELOCATED BENCH
22. BIKE RACKS