

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 29th day of September, 2022, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, County of Riverside, State of California ("City") and Herman Design Group, a Stock Corporation, with its principal place of business at 77899 Wolf Road, Suite 102, Palm Desert, CA 92211 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Project.

The City is a public agency of the State of California and is in need of professional services for the following project:

Greens/Tee Box Renovation and Turf Reduction at Desert Willow Golf Resort
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 29, 2022 to June 30, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their

performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Chris Hermann, PLA, President and Chief Executive Officer.

3.2.5 City's Representative. The City hereby designates Audrey Nickerson, Project Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Chris Hermann, PLA, President and Chief Executive Officer, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant

represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law

respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain 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 and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance

(with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, 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. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including

authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Five Thousand One Hundred Dollars and 0/100 (\$305,100.00) without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance

monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Hermann Design Group
77899 Wolf Road, Suite 102
Palm Desert, CA 92211
ATTN: Chris Hermann, President and Chief Executive Officer

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
ATTN: Audrey Nickerson, Project Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive 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 Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes

no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release;

and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer

without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant 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 bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND HERMANN DESIGN GROUP**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

Hermann Design Group


By: 
Todd Hileman (Nov 18, 2022 09:42 PST)
L. Todd Hileman
City Manager

By: Chris Hermann

Its: President/CEO

ATTEST:

Printed Name: Chris Hermann

By: 
Anthony Mejia (Nov 18, 2022 10:06 PST)
Anthony Mejia
City Clerk

By: Kristin Hermann
Kristin Hermann (Nov 17, 2022 13:40 PST)

Its: CFO/Managing Director

Printed Name: Kristin Hermann

APPROVED AS TO FORM:

By: Robert Hargreaves
Robert Hargreaves (Nov 18, 2022 08:06 PST)
Best Best & Krieger LLP
City Attorney

QC: MN

Insurance:

MR

Initial Review

MR

MR

Final Approval

EXHIBIT "A"
SCOPE OF SERVICES

C42200

SCOPE OF SERVICES
Exhibit A

A white arrow pointing to the left, positioned to the right of the main title text.

SCOPE OF SERVICES



The following outlines the proposed scope of work as outlined by the City of Palm Desert in the RFP and includes the tee and green renovations described in the Hurdzan Golf Design master plan.

FIRECLIFF GOLF COURSE

Hole	SCOPE	TEES	GREEN EXPANSION
1	Shift White Tee left	1	YES
2	Shift Tees to Right	4	NO
3	Expand Blue and White Tees	2	YES
4	Enlarge White Tee	1	YES
5	N/A		
6	Add Forward Tee	1	YES
7	Add Forward Tee	1	YES
8	Expand Tees	3	YES
9	Expand White Tee	1	YES
10	Add Five New Tees	5	NO
11	Enlarge Blue, White, and Gold Tees	3	NO
12	N/A		
13	Add Forward Tee, Enlarge Tees	5	NO
14	Enlarge Tees		YES
15	Enlarge Blue and White	2	YES
16	Enlarge Blue, White, Gold Tees	3	YES
17	Enlarge Blue, White, Gold Tees	3	YES
18	Enlarge Blue and White Tees	2	NO

SCOPE OF SERVICES



HERMANN DESIGN GROUP

MOUNTAIN VIEW TURF REMOVAL (PER HURDZAN PLAN)

Hole	CONVERSIONS, REMOVAL, AND INSTALLATIONS
1	Rough to Desert
2	Rough to Fairway/Tee and Rough to Desert
3	Rough to Desert
4	Rough to Desert and Sand Bunker to Rough
5	Desert to Rough
6	Rough to Desert and Remove Vegetation
7	Rough to Desert and Remove Vegetation
8	Rough to Desert and Remove Vegetation
9	Rough to Desert
10	Remove Vegetation, Rough to Desert, Fairway to Rough, Rough to Green, Sand Bunker to Rough, Desert to Fairway, and Desert to Rough
11	Rough to Desert
12	Rough to Desert and Sand Bunker to Rough
13	Rough to Desert
14	Rough to Desert
15	Rough to Desert and Remove Vegetation
16	Rough to Desert and Rough to Fairway/Tee
17	Rough to Desert
18	Rough to Desert, Sand Bunkers to Rough, Rough to Fairways/Tee, and Install Sand Bunkers



I. DESIGN DEVELOPMENT SERVICES

Project Kick Off Meeting

HDG will meet with the Client to review the preliminary plans that have been previously prepared by Hurdzan Golf Design to refine and clarify the project's objectives. A project schedule will be presented at the meeting and initial base sheets for the areas of work will be provided by HDG and the consultant team.

Base Sheets

The Altum Group will utilize the existing aerial survey prepared for other work at Desert Willow and develop base sheets at 50 scale on 24" x 36" size title blocks to meet City standards.

Golf Course Master Plan

The Hurdzan master plan will be combined with the aerial survey into one reference plan that will be used for establishing locations and limits of tees and greens. The master plan exhibit will be used to prepare area calculations of the proposed improvements and establish the project budget and direction for final bid documents.

Preliminary Grading

Preliminary grading for relocated tees will be provided to determine cut/fill and earthwork costs.

Mapping Existing Irrigation System

We will map all existing valve-in-head (VIH) rotors, electric valves, isolation valves and irrigation controllers on the golf course utilizing survey grade GPS equipment. The golf course shall furnish an electric golf cart from the clubhouse for transportation on the golf course during the survey.

To minimize disruption to golf course play, the following procedure shall be implemented:

- We will provide wired marking flags to the golf course personnel (GCP). GCP familiar with the current irrigation system shall use the marking flags to identify the locations of the existing irrigation components. System components shall include sprinklers and valve boxes. This shall be completed before the arrival of the GPS operator in groups of three to six golf holes (to be determined at the time of survey). The GPS operator shall survey the location of the marker flags and collect the flags, clearing the golf hole as the survey is completed on each golf hole.
- Existing irrigation will be overlaid onto the golf course master plan and itemized in preparation for the development of competitive bid documents for VIH sprinklers and swing joints.

Site Study, Inventory, and Analysis

We will visit the site and identify proposed areas of improvement, inventory existing irrigation system, electrical, plumbing and valving with the existing and proposed tee box limits, and identify areas where trees or landscaping must be removed to accommodate new tee box locations and greens expansions.



A written summary of recommendations will be provided identifying irrigation improvements. The direction of the irrigation master plan will be developed in collaboration with the golf course superintendent.

Irrigation Master Plan

We will provide an irrigation master plan that will assist in determining the important criteria for the VIH sprinkler replacement, the tee box renovation, and greens renovation projects. Plans will include a preliminary head layout with existing mainline, existing/proposed valving and proposed lateral routing as well as coverage plans showing full and effective coverage areas.

A water use calculation summarizing monthly/annual average water demands for the new irrigation will be included.

Opinion of Probable Construction Cost

We will prepare a preliminary opinion of probable construction cost for use in determining the project budget.

II. CONSTRUCTION DOCUMENTS

Upon approval of the design development package by the City, the following construction documents will be prepared:

- A. Landscape Demolition Plan
We will prepare a plan that illustrates landscape demolition for each golf course. Existing material to remain will be noted and material that can be relocated will be shown.
- B. Planting Plan and Details
This plan will illustrate the location of all existing and proposed plant material. A plant legend will describe the Latin and common names, sizes and remarks for each plant shown on the plan. Details will be provided as required.
- C. Green Layout Plan
This plan will illustrate the proposed layout for the grassing of the new green layouts and serve as the staking location plan.
- D. Tee Grading Plan
This plan will illustrate the proposed grading for all new tee locations and serve as the staking location plan.
- E. Irrigation Plan and Details for Tee Box Renovations
This plan will illustrate the location of all new irrigation components required for the planting of new materials. Details will be provided as required.
- F. Construction Specifications/Bid Documents
Technical specifications and itemized bid documents for the items covered under this scope of work will be provided.

SCOPE OF SERVICES



G. Opinion of Probable Construction Cost

We will prepare a final opinion of probable construction cost for use in bidding documents and determination of alternate bid item(s), if necessary, for the items covered under this scope of work.

III. AGENCY APPROVAL (ALLOWANCE)

We will submit to the City all plans, specifications, estimates, and/or other necessary documents required to obtain approval. The following plan check submittals are included:

1st Review	–	50% Check Plans and Specifications
2nd Review	–	90% Check Plans and Specifications
3rd Review	–	100% Check Plans, Specifications
4th Review	–	Final Plan Check

We will make revisions as required by the City and resubmit plans for approval.

IV. MEETINGS/PROJECT ADMINISTRATION (HOURLY ALLOWANCE)

Meetings

Attend City meetings, agency review meetings, and related project presentations as required. Attend and/or conduct development team meetings and conference calls as necessary to perform the scope of work. Six (6) meetings are anticipated with staff during the project. Coordination with the City and project management are included within this scope of work.

- Kickoff Meeting
- Staff Review of Design Development Plans
- Staff Review of 50% Working Drawings
- Staff Review of 90% Working Drawings
- Staff Review of 100% Working Drawings/Specifications
- City Council Approval of plans and final construction cost estimate

Project Administration

Perform general project management services as necessary to support to the work of this project.

V. BIDDING PHASE

Pre-Bid Meeting

We will attend the pre-bid conference and answer questions.

Bid Solicitation

We will provide bid assistance to include answering questions from prospective bidders.



VI. CONSTRUCTION SERVICES

Construction Observation Services

We will provide construction observation services upon request by the City.

The following construction services are recommended:

- Staking of tee improvements (32 tees)
- Staking of green improvements
- Flag plant material locations prior to installation
- Review of emitter placement
- Review final installation and irrigation coverage
- Final punch list

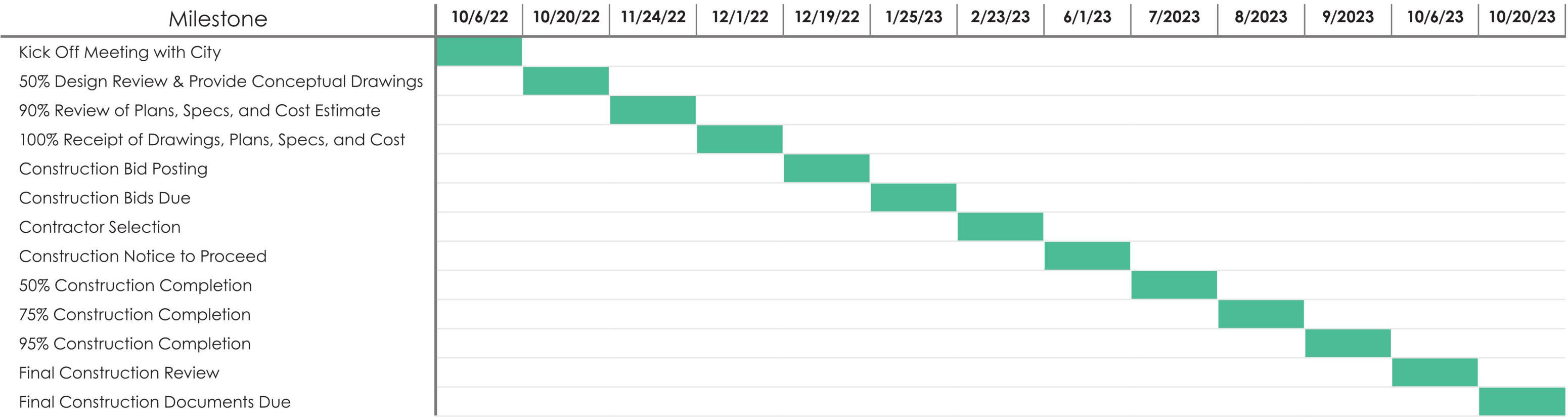
We will respond to requests for information and provide clarification on plans as required. During field observations we will verify that products being installed are per plans and specifications. A written report will be prepared following each site visit.

Following completion of the project we will coordinate with the Contractor to provide Operation Manuals, Warranty Letters, Materials List, and Training on the irrigation control system.

Perform general project management services as necessary to support to the work of this project.

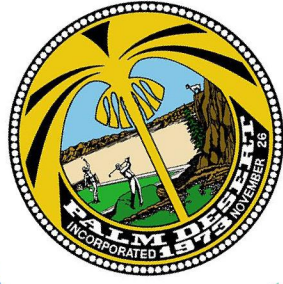
EXHIBIT "B"
SCHEDULE OF SERVICES

C44200 PROJECT SCHEDULE Exhibit B



**EXHIBIT "C"
COMPENSATION**

C44200
Exhibit C



CITY OF PALM DESERT

RFP NO.: 854-21

GREENS/TEE BOX RENOVATION AND TURF
REDUCTION AT DESERT WILLOW GOLF RESORT
COST PROPOSAL

**HERMANN
DESIGN
GROUP**



PALM DESERT OFFICE
77899 Wolf Road, Suite 102
Palm Desert, CA 92211
760-777-9131 Phone

760-777-9132 Fax

RIVERSIDE OFFICE
6864 Indiana Avenue, Suite 104E
Riverside CA 92506-4285
951-782-9335 Phone

SAN DIEGO OFFICE
Grossmont Professional Building
9001 Grossmont Blvd.
La Mesa, CA 91941
619-415-0095 Phone

COST PROPOSAL



HERMANN DESIGN GROUP

FEES AND CHARGES

Firecliff Course (With Optional Tasks)	\$201,100.00
Mountain View Course	\$104,000.00
TOTAL	\$305,100.00

Firecliff Course (Without Optional Tasks)	\$192,100.00
Mountain View Course	\$104,000.00
TOTAL	\$296,100.00

NORMAL HOURLY RATES

HERMANN DESIGN GROUP

Principal Landscape Architect.....	\$ 185.00 per hour
Project Manager	165.00 per hour
Landscape Architect	160.00 per hour
Senior Designer	140.00 per hour
Designer	110.00 per hour
Admin	100.00 per hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLES

Reimbursable items, such as the cost of reprographics, soil samples, and travel required outside the Coachella Valley will be charged at our cost plus 15% within the allowances provided in the fee breakdowns.

FAIRWAY IRRIGATION DESIGN

Construction Services.....	\$ 175.00 per hour
GPS Surveying.....	175.00 per hour
CAD Drafting.....	175.00 per hour
Irrigation Design	175.00 per hour
Meetings & Coordination	150.00 per hour

COST PROPOSAL



HERMANN DESIGN GROUP

THE ALTUM GROUP

Principal.....	\$ 184.00 per hour
Director	163.00 per hour
Senior Project Manager.....	158.00 per hour
Project Manager.....	152.00 per hour
Assistant Project Manager.....	142.00 per hour
Senior Associate	131.00 per hour
Associate	116.00 per hour
Assistant.....	90.00 per hour
Project Coordination	79.00 per hour
Administrative Assistant/Clerical.....	58.00 per hour
Intern.....	37.00 per hour

Utility Location Services

Mobilization - 1st Hour	\$ 150.00
1-Man Crew - Non-Prevailing	90.00
2-Man Crew - Non-Prevailing	169.00
1-Man Crew - Prevailing	\$125.00
2-Man Crew - Prevailing	250.00

Survey Services

Survey Crew - Non-Prevailing	\$225.00
Survey Crew - Prevailing	275.00

Survey Crew Rates

Hourly rates include standard 2-man crew, 1-man robotic crew and 1-man GPS crew.

Reimbursables Expenses

Mileage is billed at IRS business rate plus 15%.
Printing, reproduction, etc. are billed at direct cost plus 15%.

FEE SCHEDULE FIRECLIFF COURSE



HERMANN DESIGN GROUP

	HDG	FAIRWAY IRRIGATION	ALTUM
DESIGN DEVELOPMENT			
Base Sheets	\$ 2,000.00		\$10,000.00
Golf Master Plan Exhibit	\$ 2,000.00		
Preliminary Grading	\$ 2,500.00		\$2,500.00
GPS Survey		\$ 9,000.00	
Site Reconnaissance, Inventory, and Analysis	\$ 2,500.00		
Inventory Current Irrigation System		\$ 3,000.00	
Irrigation Reduction/Change Plan (32 Tees)		\$ 9,000.00	
Irrigation Report		\$ 3,000.00	
Irrigation Master Plan (Tee Box, Greens Expansion, and Turf Reduction)			
Renovation Design		\$ 1,500.00	
Plans		\$ 12,000.00	
Water Use Analysis Report		\$ 3,000.00	
Preliminary Cost Estimate	\$ 1,500.00	\$ 3,000.00	
CONSTRUCTION DOCUMENTS			
Landscape and Turf Reduction Demolition Plans	\$12,500.00		
Tee Grading Plan			\$15,000.00
Turf Reduction Plans			
Irrigation Final Plan Set	\$ 4,000.00	\$ 9,000.00	
Irrigation Construction Itemized Cost Estimate		\$ 3,000.00	
Irrigation Technical and Workmanship Specs		\$ 3,000.00	
Greens/Tee Box Renovations Plans	\$ 6,500.00	\$ 1,500.00	
Irrigation Plan Set		\$ 9,000.00	
Irrigation Construction Itemized Cost Estimate		\$ 3,000.00	
Irrigation Technical and Workmanship Specs		\$ 3,000.00	
Planting Plan and Details	\$ 8,000.00		
Landscape Specifications	\$ 2,000.00		
Final Opinion of Probable Cost	\$ 5,000.00		
AGENCY APPROVAL	\$ 3,500.00		
MEETINGS AND COORDINATION (5)	\$ 4,500.00	\$ 3,000.00	\$ 1,500.00
CONSTRUCTION BID ASSISTANCE	\$ 1,500.00	\$ 3,000.00	
CONSTRUCTION SUPPORT			
General Irrigation Support		\$ 3,000.00	
Construction Staking (Green/Tee Expansion/Relocation)		\$ 5,600.00	
Computer Database Update (Tees/Greens/Turf Reduction)		\$ 6,000.00	
Record Drawings of Revised Sprinklers - 32 Tees (Optional)		\$ 5,000.00	
Record Drawings of New Turf Areas and Irrigation (Optional)		\$ 4,000.00	
Construction Observation Services - Hourly	\$ 7,500.00		
REIMBURSABLES	\$ 1,500.00	\$ 500.00	
SUBTOTAL	\$67,000.00	\$105,100.00	\$29,000.00
TOTAL			\$201,100.00

FEE SCHEDULE

MOUNTAIN VIEW COURSE



HERMANN DESIGN GROUP

	HDG	FAIRWAY IRRIGATION	ALTUM
DESIGN DEVELOPMENT			
Base Sheets	\$ 2,000.00		\$ 10,000.00
Golf Master Plan Exhibit	\$ 2,000.00		
GPS Survey		\$ 9,000.00	
Site Reconnaissance, Inventory, and Analysis	\$ 2,500.00	\$ 15,000.00	
Irrigation Master Plan			
Plans		\$ 8,000.00	
Water Use Analysis Report		\$ 3,000.00	
Record Drawings and Computer Database Update		\$ 6,000.00	
Preliminary Cost Estimate	\$ 1,500.00	\$ 3,000.00	
CONSTRUCTION DOCUMENTS			
Landscape and Turf Reduction Plans	\$ 2,500.00		
Irrigation Final Plan Set		\$ 9,000.00	
Irrigation Construction Itemized Cost Estimate		\$ 3,000.00	
Irrigation Technical and Workmanship Specs		\$ 3,000.00	
Planting Plan and Details	\$ 8,500.00		
Landscape Specifications	\$ 2,500.00		
AGENCY APPROVAL	\$ 3,500.00		
MEETINGS AND COORDINATION (5)	\$ 3,500.00	\$ 3,000.00	\$ 1,500.00
REIMBURSABLES	\$ 1,500.00	\$ 500.00	
SUBTOTAL	\$30,000.00	\$62,500.00	\$11,500.00
TOTAL			\$104,000.00