

## AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND HERMANN DESIGN GROUP

### 1. Parties and Date.

This Amendment No. 4 to the made and entered into on **February 18, 2025**, between the City of Palm Desert ("City") and **Hermann Design Group**, a **Corporation**, with its principal place of business at **77899 Wolf Road, Suite 102, Palm Desert, CA. 92211** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

### 2. Recitals.

2.1 Agreement. The City and **Hermann Design Group** have entered into an agreement entitled "Professional Services Agreement" dated **September 29, 2022**. ("Agreement" or "Contract") for the purpose of retaining the services of **Hermann Design Group** to provide **landscape architecture services for Desert Willow**.

Amendment Number	Amendment Description	Amendment Date
1	increase compensation to include additional services	09/06/2023
2	extend term and increase compensation	07/25/2024
3	increase compensation to include additional services	08/26/2024

2.2 Amendment No. 4. The City and **Hermann Design Group** desire to amend the Agreement to **increase compensation to include additional services and extend term**.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to **Section 3.6.14** of the Agreement.

### 3. Terms.

3.1.1 Compensation. Section **3.3.1** of the Agreement is hereby amended in its entirety to read as follows:

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under Exhibit "C" of the original Agreement and in Exhibit "D" in Amendment No. 1, Exhibit "E" in Amendment No. 2, Exhibit "F" in Amendment No. 2, and Exhibit "G" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three-Hundred Ninety-Three Thousand, Six-Hundred and Eighty-Five Dollars (\$393,685)** without written approval of the City Council or City Manager, as applicable."

3.1.2 Term. Section 3.3 of the Agreement is hereby amended in its entirety to read as follows:

3.3 Term. The term of this Agreement shall be from July 1, 2025, to June 30, 2026, 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.

**Contract No. C44202**

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.4 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 4 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

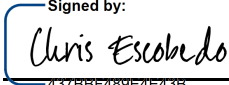
**[SIGNATURES ON FOLLOWING PAGE]**

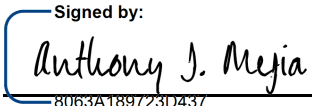
Contract No. **C44202**

**SIGNATURE PAGE FOR AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE CITY OF PALM DESERT  
AND HERMANN DESIGN GROUP**

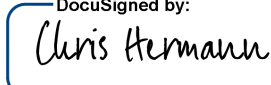
IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 to the Professional Services Agreement as of the day and year first above written.

**CITY OF PALM DESERT**

By:   
 Chris Escobedo  
 Interim City Manager

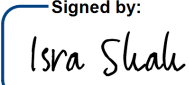
Attest:  
 By:   
 Anthony J. Mejia  
 City Clerk

**HERMANN DESIGN GROUP, A  
CORPORATION.**

By:   
 Chris Hermann  
 CEO/President

By:   
 Kristin Hermann  
 CFO/Corporate Secretary


Approved as to form:

By:   
 Isra Shah  
 Best Best & Krieger LLP  
 City Attorney

City Clerk QC: 

Contract QC: 

Insurance:

  
 Initial Review

  
 Final Approval



Hermann Design Group, Inc.  
 78365 Highway 111, PMB 332  
 La Quinta, CA 92253  
 760-777-9131 Phone / 760-777-9132 Fax

# Work Authorization

Date	WA #
2/17/2025	2025008

Name / Address

VIA EMAIL

City of Palm Desert  
 73-510 Fred Waring Drive  
 Palm Desert, CA 92211

Description	Total
<p>GREENS/TEE BOX RENOVATION            DESERT WILLOW GOLF RESORT            Landscape Architecture Services            HDG Job No.: 22053.04</p> <p>Contract C44200            Amendment 04            Mountain View Planting Enhancements</p> <p>Hermann Design Group (HDG) will provide design services for planting enhancements requested by the City of Palm Desert for the Mountain View course (see Exhibit "A" for specifics). Scope of work includes site visit(s) to confirm locations and sizes of areas to be enhanced and an opinion of probable cost for material and installation for each area. Design services will include planting plan with rock, decomposed granite, cobble, and boulders with an irrigation note to tie into existing systems. Performance irrigation specifications to be followed by contractor. Additional field observation services for this phase of the work is included in the scope of services. All other provisions of the original agreement shall apply herein; reimbursable expenses to be billed separately if incurred.</p> <p>Planting Enhancement Design (Lump Sum)</p>	8,500.00
Please sign and return via facsimile or email to kristin@hdg-inc.com	<b>Total</b> \$8,500.00

Signature: \_\_\_\_\_

**EXHIBIT "A"**  
**DESERT WILLOW MOUNTAIN VIEW COURSE**  
**LANDSCAPE ENHANCEMENTS**  
**WORK AUTHORIZATION**

**February 17, 2025**

HDG will provide landscape plans that include the location as requested by the City on the following holes as described below.

**Tier Legend**

Tier 1 - Full landscape area of focus. Includes irrigation, plant material boulders, and decomposed granite.

Tier 2 - Minor landscape (boulders or some other rock solution) and decomposed granite; no plant material.

Tier 3 – Decomposed granite only.

**Hole No. 1**

- Tier 1 - Landscape area behind green complex. Includes irrigation, plant material boulders and decomposed granite.
- Tier 2 – Right side of cart path
- Tier 3 - Install decomposed granite in other turf removal areas.

**Hole No. 2**

- Tier 1 - Landscape area behind green complex. Includes irrigation, plant material boulders and decomposed granite
- Tier 2 –The right side of cart path.
- Tier 3 - Install decomposed granite in other turf removal areas.

**Hole No. 3**

- Tier 3 - Install decomposed granite in other turf removal areas.
- Waste area to be blended with natural area.

**Hole No. 4**

- Tier 1 - Landscape area left of green complex and adjacent cart path. Includes irrigation, plant material, boulders, and decomposed granite.
- Tier 2 –The right side of cart path.
- Tier 3 - Install decomposed granite in other turf removal areas.

**Hole No. 5**

- Tier 1 - Landscape area behind green complex and adjacent cart path. Includes irrigation, plant material, boulders, and decomposed granite.

**Hole No. 6**

- Tier 2 – Right side of cart path (2 areas).
- Tier 3 - Install decomposed granite in other turf removal areas

**Hole No. 7**

- Tier 1 - Landscape area behind green complex and adjacent cart path. Includes irrigation, plant material, boulders, and decomposed granite.
- Tier 2 - Right side of cart path by green
- Tier 3 - Install decomposed granite in other turf removal areas

**Hole No. 8**

- Tier 1 – Left side of green transition to Tier 2 by cart path.
- Tier 3 - Waste area to be blended with natural area.

**Hole No. 9**

- Tier 1 – Right side of cart path going towards 10.
- Tier 2 - Left side before bridge.
- Tier 3 - Install decomposed granite in other turf removal areas
- Waste area transition area to blended with natural area.

**Hole No. 10**

- Waste area transition area to blended with natural area.

**Hole No. 11**

- Tier 2 – By Golf cart path at green.
- Tier 3 - Install decomposed granite in other turf removal areas

**Hole No. 12**

- Tier 1 - Landscape area behind green complex. Includes irrigation, plant material, boulders, and decomposed granite.
- Waste area transition area to blended with natural area.
- Tier 3 - Install decomposed granite in other turf removal areas

**Hole No. 13**

- Tier 3 - Install decomposed granite in other turf removal areas

**Hole No. 14**

- Tier 3 - Install decomposed granite in other turf removal areas
- Waste area transition area to blended with natural area.

**Hole No. 15**

- Tier 1 - Landscape area behind green complex and adjacent cart path. Includes irrigation, plant material, boulders, and decomposed granite.
- Tier 2 - Right side of fairway near cart path to help restrict golf cart traffic in this area.
- Tier 3 - Install decomposed granite in other turf removal areas.

**Hole No. 16**

- Tier 3 - Install decomposed granite in other turf removal areas
- Waste area transition area to blended with natural area.

**Hole No. 17**

- Tier 1 - Landscape area behind green complex and adjacent cart path. Includes irrigation, plant material, boulders, and decomposed granite.
- Tier 2 - Right side of fairway near cart path to help restrict golf cart traffic in this area.
- Tier 3 - Install decomposed granite in other turf removal areas

**Hole No. 18**

- Tier 1 - Landscape area from tee to fairway landing area. Includes irrigation, plant material, boulders and decomposed granite. (Visible from terrace and clubhouse.)
- Waste area transition area to blended with natural area.



Hermann Design Group, Inc.  
78365 Highway 111, PMB 332  
La Quinta, CA 92253  
760-777-9131 Phone / 760-777-9132 Fax

Work Authorization

Date	WA #
2/17/2025	2025009

Name / Address
VIA EMAIL City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92211

Description	Total
GREENS/TEE BOX RENOVATION DESERT WILLOW GOLF RESORT Landscape Architecture Services HDG Job No.: 22053.05  Contract C44200 Amendment 05 Mountain View Construction Phase Services  HDG will provide construction management and landscape architectural support services for the phase of work as described in Exhibit "A" on an hourly basis. All other provisions of the original agreement shall apply herein; reimbursable expenses to be billed separately if incurred.  Landscape Architectural Support  Construction Management and Inspection Services	          8,500.00  40,500.00
Please sign and return via facsimile or email to kristin@hdg-inc.com	<b>Total</b> \$49,000.00

Signature: \_\_\_\_\_



**EXHIBIT "A"**  
**DESERT WILLOW FIRECLIFF COURSE**  
**CONSTRUCTION MANAGEMENT**  
**WORK AUTHORIZATION**

**February 17, 2025**

**PROJECT UNDERSTANDING**

- Construction Cost Estimate: \$1,200,000
- Contractor : To be Determined
- Construction Duration: Approximately 90 Working Days
- Estimate for Construction Management services based on the Mountain View Golf Course Turf Reduction and Landscape Improvement Project Plans dated February 27, 2025

The work will includes, but is not limited to turf removal, irrigation system adjustments, irrigation installation, landscape, decomposed granite, rock and boulder installation.

**SCOPE OF WORK**

Hermann Design Group (HDG) will perform the following Scope of Construction Services for the project. HDG's scope and fee is based upon the anticipated project schedule. In the event the Contractor exceeds the schedule, we will review the status of the work to determine the need for an increase in the budget amount. **The assumptions included in the scope were used to determine the cost of each service for the entire project duration.** We are open to discuss the assumptions and will update the associated manhours, if necessary.

**I. LANDSCAPE ARCHITECTURAL SUPPORT SERVICES**

- A. Review of Shop Drawings, Submittals, and Construction Documents submitted by Contractor to the Construction Manager for conformance with specifications, and interpretation of contract documents with Contractor as necessary as required.
- B. Attend Pre-construction Conference.
- C. Attend Virtual Progress meetings as required.
- D. Assist to resolve field issues as required.
- E. Review the Contractor Requests submitted for Information and Clarifications (assume 10 RFI/RFCs).
- F. Draft changes to project mylars and send two (2) sets of prints and digital PDF files to the City (cost of mylar production will be considered a reimbursable expense).
- G. Field visits as required.

**II. CONSTRUCTION MANAGEMENT**

- A. Maintain project communication with the City and Contractor. The City will have access to view the current status of all documents throughout the project duration.

- B. Coordinate review of Shop Drawings and Construction Documents submitted by Contractor for conformance with specifications and interpretation of contract documents to Contractor as necessary.
- C. Manage progress meetings.
- D. Review contractor change order requests, make recommendations and prepare authorized change orders.
- E. Proactively work to resolve field issues verbally through site visits and field meetings on routine matters and follow up with written instructions for more important formal matters and as directed by the City's Project Manager.
- F. Process Partial Pay Estimates.
- G. Review the Contractor Requests for Information and Clarifications.
- H. Review and monitor Contractor's CPM schedule
- I. Verify and sign Contractors daily extra work reports documenting force account (time and materials work).
- J. Provide monthly status reports
- K. Prepare a weekly statement of working days documenting the construction progress, delays and time extensions, and submit to the Contractor and City's Project Manager.
- L. Maintain a document tracking system for submittals, requests for information, field orders, change orders, inspection reports, test reports, and any other relevant documents for the project.

### **III. INSPECTION SERVICES**

- A. Review the project specifications, special provisions, and bid documents.
- B. Conduct field reviews to identify existing conditions and document with digital images and video.
- C. Attend the pre-construction conference and project meetings.
- D. Provide Construction Inspection to monitor materials and methods for compliance with plans, specifications, and contract documents. Address and document nonconforming items as they are identified
- E. Maintain daily reports regarding construction activity, including progress, weather conditions, significant events which may affect the progress of the work and photographs. Provide copies weekly to City.
- F. Provide measurements and calculation sheets for each bid item of construction for progress payments.
- G. Review, collect, organize, and approve load tickets from material providers. Reject materials not meeting specification.
- H. Review Contractor performance throughout the day and discuss discrepancies with the Contractor as they occur.
- I. Maintain field files during construction, including a cumulative record of quantities constructed, daily reports, working day reports, change order documentation and digital images.

- J. If inspection is scheduled, but not needed, a four-hour minimum will be charged to the Contractor. Also, overtime inspection charges will be charged to the Contractor.
- K. Generate a Preliminary Punch List.
- L. Schedule the final walkthrough with Contractor and City.
- M. Generate a Final Punch List and make written recommendation for acceptance.
- N. Review and record final quantities.
- O. Provide recommendation for acceptance upon completion.
- P. Prepare Notice of Completion.
- Q. Prepare Final Balancing Change Order.
- R. Review Unconditional Lien Release.
- S. Review Contractors As-Builts monthly and confirm completeness.
- T. Perform project close out duties including final organization of project files and submit to District for approval.
- U. Assist in the commissioning of systems and equipment, proper operations, testing and official start-up. Coordinate transfer of documentation to City staff.

#### **IV. EXCLUSIONS**

Any work relating to the following is specifically excluded for the Construction Services proposed herein and, if required, must be contracted for under a separate contract or as an addendum to this contract:

- A. Electrical Inspection and Startup
- B. Materials Testing and Observations (By City On-Call)
- C. Electrical Inspection
- D. Structural Inspection
- E. Building Inspection
- F. Utility Potholing
- G. Permit and Payments
- H. Traffic Control Plans (by Contractor if required)
- I. Utility Relocation Plans
- J. Additional Meetings
- K. Property Acquisition
- L. Any other work task not specifically in the Scope of Services.
- M. Operational Plan
- N. O & M Manuals

This proposal is based in part on the assumption that the City acknowledges that HDG is not responsible for the performance of work by third parties. Notwithstanding any other language contained herein, HDG, and its officers, directors, and employees, shall not be liable except to the extent that any Project damages are directly attributable to the actions of HDG.

**HERMANN DESIGN GROUP  
NORMAL HOURLY RATES**

Principal Landscape Architect/Principal Planner	\$195.00 per hour
Construction Manager	165.00 per hour
Project Manager	165.00 per hour
Landscape Architect	160.00 per hour
Irrigation Designer	140.00 per hour
Senior Designer	140.00 per hour
Designer	110.00 per hour
Draftsperson	100.00 per hour
Administrative Staff	100.00 per hour

**RATE INCREASES**

Due to increases in wages/benefits, fees and hourly rates are subject to an annual increase based on the Consumer Price Index (CPI-U) published by the Bureau of Labor Statistics.

Additional services shall be performed only when requested or approved by the Client. Compensation for such services shall be in accordance with our Normal Hourly Rates.