

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **12th** day of **June, 2025**, 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 ("City") and **Hermann Design Group, an S 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 Project.

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

**Homme Adams Park Engineering and Design Project
Project No. CPK00005**
(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 July 01, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. Contractor 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: **Kristin Hermann, Managing Director**.

3.2.5 City's Representative. The City hereby designates **Shawn Muir, Community Services 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, President**, 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, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. 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.

(F) Fidelity Coverage. (Reserved)

(G) Cyber Liability Insurance. (Reserved)

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. Contractor 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 **One Hundred Seventy-Two Thousand One Hundred Seventy Dollars (\$172,170.00)** 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 Travel Expenses. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for Consultant. Travel in business class, first class or any category on any flight above the coach/economy level will not be reimbursed.

3.3.5 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
77-899 Wolf Road, Suite, 102

Palm Desert, CA 92211
ATTN: **Chris Hermann, President**

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Public Works**

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 workdays. 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, AN S CORPORATION

By: _____

Chris Escobedo
Interim City Manager

By: _____

Chris Hermann
President

Attest:

By: _____

Anthony J. Mejia
City Clerk

By: _____

Kristin Moore Hermann
Secretary

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: _____

Contract QC: _____

Insurance: _____

Initial Review

Final Approval

EXHIBIT “A”

SCOPE OF SERVICES

HOMME ADAMS PARK (CPK00005)

HOMME ADAMS PARK – PARKING/ SHADE STRUCTURE/RESTROOM/PARK FURNITURE

- Base, boundary, elevations
- Parking: Civil work needed for layout, ADA requirements/path of travel
- Shade Structure: Manufacturer, structural, color scheme
- Restroom, utilities, water/sewer
- Park Furniture: Manufacturer, benches, tables, ADA considerations, BBQ, trash receptacles

A. Project Kick-off Meeting

The project team and City staff will meet to review project scope, programming, budgets, and design objectives to gain further understanding of the community needs and workshop process requirements. We will discuss the vision and schedule, identify opportunities, and discuss constraint information that might affect development/redevelopment of the project site. A written summary will be prepared for staff after the meeting.

B. Site Visits

The consultant team and City staff will review the project sites and prepare a summary of options and ideas for each site with specific notes concerning the conditions of the sites and existing opportunities and constraints. This on-the-ground, active participation, of not only the design team, but also the client team, provides a wealth of information regarding the options available.

C. Data Collection

Review of existing conditions and adjacent land uses, research and data collection will be undertaken during this task. We will review previously prepared surveys and mapping for the project sites provided by the City. This includes field staff completing a site visit to collect current data of the project site and surrounding areas to verify location of monuments, roadways, and visual utilities. We will coordinate with the City to obtain available digital and hard-copy work for the project prepared to date. We will review said data (e.g., topographic maps, utility maps, etc.) and provide the City with recommendations for additional studies or preliminary work which may need to be performed. The team will concentrate on a review of the physical limitations and opportunities of the sites including drainage, existing vegetation, existing utilities,

external influences, parking and access needs, pedestrian and vehicular circulation requirements, and the relationship of adjacent developments.

D. Aerial Topographic Survey – Optional

We will contract with a licensed photogrammetrist to provide 1"=40' scale aerial mapping for the project site. Said mapping will have 1' contours and 0.1' spot elevations. The digital aerial topography will be accurate so that 90% of all contours will be within half the contour interval and the spot elevations will be within one-quarter the contour interval. The horizontal accuracy of 90% of planimetric features shall be better than 1/30th of an inch at the mapping scale. The task includes providing the required office support, setting control and the aerial premarks as required by the photogrammetrist subconsultant. Additional field and office time is provided to supplement the aerial and provide more detailed "tie-in" information for preliminary and final design. Additional information may include, but is not limited to, edge of pavement/curb and sidewalk elevations, location of above ground utilities, and other features which are directly adjacent to the project site. Consultant will prepare a digital topography file (AutoCAD format) which includes the site with overlap, including adjacent street frontage.

E. Base Sheets

We will develop base sheets of the project areas at an appropriate scale for master planning the project.

PUBLIC ENGAGEMENT PLAN

The HDG team will work with staff to develop outreach and engagement strategies that will elicit valuable information needed to inform the park designs. Engagement will be driven by a Public Engagement Plan based on the TIERS (Think, Initiate, Engage, Review, Shift) framework detailed by the Institute for Local Government to effectively identify and incorporate the public's ideas and recommendations. The City of Palm Desert's website <https://www.engagepalmdesert.com/> will be incorporated, where possible.

As a means of securing the widest possible reach and participation, we will plan and facilitate a series of stakeholder and community meetings to garner input and determine the location and priorities for design. These meetings will serve as an opportunity to distribute printed material and answer questions from the public.

We will interact with and make regular presentations to the City's Parks and Recreation Commission and City Council to ensure leadership has all available data necessary for making a thoughtful decision on the project. A final Public Engagement Report will summarize the findings from this process.

GOALS:

- Develop a custom plan to generate public participation and solicit constructive feedback on site location and park design
- Assess effectiveness of engagement efforts and course correct as necessary

- Create community awareness and excitement, garnering buy-in for continued participation in the process
- Effectively convey the public's vision for the new park to the design team
- Gather input from the public on a name for the park

TIERS FRAMEWORK:

THINK

Kick-off Meeting

Meet with City staff to establish agreed upon scope of work and timeline. Discuss the City's narrative and preferred meeting style and locations, identify stakeholders, and determine preferred methods and language components of outreach.

INITIATE

Public Engagement Plan

Using all sources of input and knowledge of industry best practices, develop an engagement plan with recommended strategies and communication tools as well as a detailed timeline that provides a comprehensive road map, guiding engagement with all residents. The plan will utilize the TIERS framework, emphasizing different styles of meetings and allowing us to course-correct as necessary.

Key Messages

Create talking points for those who speak to the media or public.

Website

Create a project web page to inform stakeholders of progress and provide key information, including meetings, a videotaped meeting-to-go for those who can't attend, a map, infographics, and timeline.

Printed Outreach Materials

Develop targeted outreach materials, including mailers, brochures, signage, FAQs, and other collateral to communicate about meetings and other opportunities for feedback in a clear and straightforward manner. Translation services will be provided.

Social Media

We will assist the City with content and visuals, including meeting notices, videos, and renderings, for use on the City's Facebook page.

ENGAGE

Outreach Meetings

Facilitate public meetings to educate residents and gather their input on the project. Meetings will be promoted through social media, flyers, email, and advertising. At least two (2) community meetings will be held.

Meeting Program

In consultation with staff, HDG will develop the program and presentation for the outreach meetings as well as sign-in sheets, signage, etc.

REVIEW

Updates

We will provide regular progress updates to City staff, the Parks and Recreation Commission, and the City Council throughout the engagement process. We will evaluate the success of outreach to determine what is working and what can be

improved upon. Communications will be conducted at in-person meetings and presentations, via email, and through our project management system.

Public Engagement Report

We will produce a formal report recording all public and stakeholder engagement efforts and results. The report will detail and analyze public feedback, including a list of preferred amenities. The report will be presented to the City's Parks and Recreation Commission and City Council for their input.

SHIFT

Follow-up Survey

A follow-up survey will be conducted to evaluate the effectiveness of the campaign and pivot outreach as needed. We will recommend any necessary changes to City staff for final determination by the Parks and Recreation Commission and City Council.

COMMUNITY WORKSHOPS

Design Workshop #1

Using images of the parks in an aerial view, we will introduce the project goals and describe the site in a community meeting in Palm Desert. We will gather names and email addresses and provide an opportunity to utilize Survey Monkey, a technology used to conduct surveys and analyze data. We will provide an assortment of sports park and recreational amenities for the community to select from. This data will be compiled into a master list for reference during the conceptual planning phase.

Design Workshop #2

We will illustrate three (3) conceptual plans that reflect their input from the survey data and allow the public to comment. The outcome of this meeting will be to refine the direction for a conceptual plan. All three (3) design options will be data-driven to varying extents. This information will be included in the presentation of each design option.

PUBLIC ENGAGEMENT REPORT

We will document input from all engagement meetings. This information will be compiled and analyzed in a Public Engagement Report to derive data upon which design decisions will be based. We will provide a report to the City summarizing public engagement methods, events, and outcomes.

The Public Engagement Report is anticipated to be presented at a City Council meeting approximately three (3) months from the contract start date. This report will provide a list of amenities that are needed at the park based on analysis of public engagement data. Input from the City Council will dictate whether additional public engagement is needed, or the Consultant may move forward with the final design.

PRELIMINARY PLANNING

CONCEPTUAL PLANS

We will prepare conceptual plans that illustrate the scale and relationship of the park area utilizing input from the community and City on the type and quantity of sports field and park amenities desired. The plans will illustrate options for vehicular access, pedestrian access, field layout, spectator seating, restrooms/concession areas, and other park amenities. We will provide renderings of the park features that meets the

established community needs and is welcoming, inviting, and enjoyable for a variety of users. The design plans developed during this task will be of presentation quality and will include colored graphic representations of the proposed park site improvements.

We will work to identify the recommended core programs for the site. This will include key activities and programs for both adult and youth participants as well as the potential size of the core program, and market positioning. This information will be presented in a Visioning Session with the appropriate participants to finalize a recommended program plan from which the operational and finance plan will be created. The outcome of this task will be used to establish performance and management/partnership alternatives.

A. Preliminary Exhibits

We shall prepare preliminary exhibits for City review as follows:

- Conceptual layout of the overall park depicting landscaping areas, sight lines, viewing, and pedestrian areas,
- Refine and adjust the location of park amenities, and
- Include choices for trees, shrubs, and hardscape, and will address issues such as cost, maintenance, sustainability, and image.

B. Final Conceptual Plan

After reviewing the conceptual plan and exhibits with the City, we will make refinements and create a color-rendered master plan. The final conceptual design plan will facilitate and support both the surrounding community and regional needs. This includes a thorough understanding of the current and planned regional park facilities and related amenities in the Coachella Valley.

C. Site Plan

We will prepare a calculated site plan for the proposed project in digital (AutoCAD) format. Said plan will be based on a conceptual site plan or site layout and building footprints provided by the Architect. We will confirm building setbacks, vehicular and pedestrian accessibility, hardscape layout, preliminary utility layout, and preliminary grading, drainage, and on-site retention (if any).

One (1) round of review and adjustments based on City comments will be included. Upon Client

approval of the preliminary site plan, we will prepare a dimensioned Site Plan Exhibit, to scale,

identifying building locations/setbacks, roads, and internal parking/circulation, property lines and

easements, tabulations, and other required site information. The Site Plan Exhibit will be used by the entire design team in completing the entitlement documents package. One (1) round of review and minor revisions are included based on Agency comments.

D. Soil Testing

Geotechnical services are intended to provide information for use in the design and construction of the proposed park facilities along with recommendations for the construction of the associated site improvements. We will perform the following services:

Coordinate with the local underground utility locating service (Underground Service Alert) to obtain an underground utility clearance before starting our subsurface investigation.

Review available published geotechnical literature and maps.

Drill 3 to 5 Hollow stem Auger borings to an anticipated depth of on the order of 10 to 65 feet below the existing ground surface. Collect soil samples to determine subsurface soil conditions and depths to groundwater, if any. The borings will be backfilled with soil cuttings.

Collect representative bulk and/or undisturbed soil samples for laboratory analysis.

Perform laboratory testing of selected soil samples to evaluate their engineering characteristics. Testing will include determination of in-situ and maximum dry density, in-situ and optimum moisture content, soluble sulfate and chloride content, soil pH, and minimum resistivity.

Prepare a geotechnical report presenting the results of our evaluation and recommendations for the proposed development in general conformance with the 2022 California Building Code (2022 CBC) and in accordance with applicable local jurisdictional requirements. A horticultural soils analysis will be performed during the site survey and research phase.

E. Preliminary Grading and Drainage Exhibit

Based on the client approved site plan, we will prepare a preliminary grading and drainage analysis in support of the preferred preliminary site plan. A site specific geotechnical report or update letter (to be provided by client) will be required.

Said report should be comprehensive and include the following items/recommendations at a minimum: site borings, building pad preparation, foundations and flatwork, soil characteristics for earthwork (shrinkage, subsidence and over-excavation), paving sections, corrosion protection for concrete, and site specific percolation testing for storm water retention requirements. A preliminary analysis of earthwork (assumed to be minor) is also included.

We will prepare the Preliminary Grading and Drainage Exhibit which will illustrate overall site grading with horizontal and vertical relationship to adjoining buildings/property. The plan may identify setbacks; proposed site improvements including building structures; building pad elevations, surface grades, street geometry with grades and elevations, cross sections, slopes, drainage patterns and on-site retention/detention and/or flood routing (if any); parking lot/hardscape; ADA access and driveways. The preliminary grading and drainage exhibit will be submitted as part of the entitlement documents package and will be used as the basis for a final grading plan. One (1) round of review and minor revisions are included based on Agency comments.

F. Preliminary On-Site Hydrology Report

Exhibit "A-I"

We will prepare a preliminary on-site hydrology analysis to confirm drainage paths, preliminary pipe sizes and size of retention areas (if any). A Preliminary On-Site Hydrology Report may be prepared based on agency requirements and later utilized as the basis for a final hydrology report (to be prepared during final design). Only minor drainage improvements are anticipated for the project. We assume the site is not subject to off-site flows (beyond the property limits) or floodplain mapping (CLOMR/LOMR) requirements. An exhibit identifying existing drainage paths may be prepared as part of this task, included in the report and submitted as part of the entitlement documents package. One (1) round of review and minor revisions are included based on Agency comments.

G. Architectural Design - Optional for Restrooms

If new restroom buildings require an architect. Our services include a presentation of the architectural concepts for the layout and character of the proposed park restroom buildings. Individual buildings shall be developed through the schematic design phase and rendered (as part of the presentation materials) in sufficient detail to demonstrate the building configurations, siting/orientation, interior spaces, elevations of all sides, and labelled to identify building materials. The City anticipates that, restrooms will be required for Homme Adams Park and Randall Henderson Trailhead. If the city decides to use pre-engineered buildings, architectural services will not be required.

H. Opinion of Probable Cost Projection

We will prepare a detailed breakdown of the probable construction costs by unit and quantities and construction phase. We will prepare one (1) preliminary cost estimate in support of opinions of probable construction costs for all project-related items including grading, drainage, access improvements, sewer, and water facilities, site amenities, landscaping, and irrigation as it pertains to a particular project site. Said estimate will be prepared in HDG format using MS Excel and will include unit costs and quantities by major construction item. The preliminary estimate will be based on the preliminary plans prepared by HDG. Unit prices will be based on available record information for similar projects available at the time but may not necessarily reflect actual construction costs. The preliminary estimates will be used as a basis for the final cost estimates to be prepared during final design for bonding purposes. One (1) round of review and minor revisions are included based on Agency comments.

I. Park Management Plan

1. We will develop a Park Management Plan which includes water management, electrical/lighting, landscape, and facility upkeep (and their appropriate timelines) to adequately maintain park facilities included in the final design. Energy conservation, use of solar energy, electric vehicle charging, environmental protection, and greenhouse gas emissions reductions will be incorporated into the design to the extent possible within the project budget.
2. The Park Management Plan will include the ongoing maintenance of mitigation measures identified in the Mitigated Negative Declaration for the Millennium Specific Plan. We will coordinate with the City's Public Works Department to convey information about the management tasks related to the Park.
3. We will establish operational and maintenance standards and costs for the park based on full operations. This will include hours of operation, reservation of

space processes staffing levels needed, maintenance equipment needed, technology requirements and customer service requirements based on established and agreed upon outcomes. Where appropriate, personnel standards as dictated by all state and/or local codes and ordinances will also be determined based on the design and program of the park.

L. Project Schedule

We will prepare a project schedule to serve as a “roadmap” for the construction of the park projects.

M. Environmental Analysis (Assume CEQUA will be exempt, optional NEPA Categorical Exclusion if the City will use Federal Funding)- Homme Adams Park and Randall Henderson Trailhead

1. Biological Resources Assessment
2. Cultural Resources Assessment
3. Paleontological Resource Assessment (OPTIONAL)
4. NEPA Categorical Exclusion and Noticing (OPTIONAL)

CONSTRUCTION DOCUMENTS

The project team as it pertains to this scope of services will prepare the following working drawings:

A. Site Plan Reconciliation

We will prepare an updated AutoCAD base file for the site plan that will serve as the base drawing for all team members.

B. Precise Grading Plan

We will prepare one (1) Precise Grading Plan based on the approved preliminary grading and drainage exhibit and final conditions of approval. The Precise Grading Plan will be prepared at 1"=20' scale and in accordance with agency requirements. Plans may identify building location with finished floor/pad elevations, on-site grading, storm drain and retention facilities if required, site lighting (location and photometrics by architect), ADA accessibility, parking improvements, wall locations and elevations at all required locations. Plan sheets may consist of the following: a title sheet, detail sheet, horizontal control sheet, storm drain sheet(s), and grading sheet(s). Minor demolition and pavement removals will be identified on the grading sheet(s) if required.

The digital base files (AutoCAD format) used for preliminary design will also be used as the for the precise grading plan. Retaining walls are not anticipated in the design and are not included as part of this scope or fee. One (1) earthwork calculation will be prepared based on the final grading design.

The precise grading plan will be coordinated with the consulting team's improvement plans prepared by others. No off-site improvements are included in this scope. The plan will be processed to permit availability at the agency and minor corrections are included through the plan review process. Up to three submittals are anticipated.

C. Final Utility Plan

If required, we will prepare two (2) Final Utility Plan for on-site water and on-site sewer improvements. The plan will be prepared to scale and in accordance with agency requirements. Said improvements could include a “tie-in” to the existing, adjacent onsite water or sewer system, or preparation of a septic plan for the proposed improvements.

No hydraulic network analysis, sewer capacity, or sizing calculations are included. We will submit the plan and minor corrections are included in the review process. Easement documents are not anticipated or included in this task.

D. Final On-Site Hydrology Report

A final on-site hydrology report will be prepared using agency design criteria to determine any on-site retention requirements and storm drain sizing for the on- site developed flows. The final on-site hydrology report will be based on the preliminary on-site hydrology analysis (prepared during entitlement) and will determine sizing or modification of any on-site storm drain facilities.

Only minor drainage improvements are anticipated for this project. For purposes of this proposal, we have assumed no off-site drainage analysis or floodplain mapping (CLOMR/LOMR) is required. A simple exhibit may also be included as part of the report. The report will be processed along with the project plans and minor corrections are included through the review process.

E. PM – 10 Dust Mitigation Plan

We will prepare one (1) PM-10 plan for dust control on the project. The plan will be prepared in accordance with the agency and South Coast Air Quality Management District Requirements.

F. Construction Plan and Details

This plan will illustrate all site construction elements in plan view with dimensions, details, and selections of materials. Including playgrounds, site furnishings, and shade structures.

G. Planting Plan and Details

This plan will illustrate the location of all new 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.

H. Irrigation Plan and Details

This plan will illustrate the location of all new irrigation components and pumps to be installed. Details will be provided as required. Irrigation water budget calculations are included. Water district submittals and approval are included, as are plan check comments relative to gaining approval.

I. Architectural Services - Optional

This scope of work includes structural, mechanical, plumbing, fire protection, and building electrical engineering:

1. *Design and Construction Documents*

Design and Construction Document drawings for the architectural portion of the Project as necessary for permitting and construction of the Work. Disciplines include structural engineering, mechanical/plumbing/electrical engineering, Title 24 energy compliance, fire protection engineering, and building electrical engineering.

2. *Specifications + Bid Documents*

Prepare Technical Specifications in coordination with the Construction Documents for the architectural portion of the Project, as necessary for permitting, and construction of the Work.

J. Electrical Engineering

RTM will provide electrical engineering and lighting design services for the project as outlined below:

1. Provide landscape lighting design for all landscape areas.
2. Provide new electrical service(s) and circuiting for all lighting and ancillary power needs.
3. Provide an Exterior Lighting Title 24 Compliance Report for all general lighting.
4. Provide a complete set of electrical construction documents that includes:
 - Electrical Site Plan
 - Service and feeder to prefab restroom
 - Branch circuiting for stage power
 - Branch circuiting and controls for all lighting
 - Panel board and schedules
5. Review all building department comments as required to obtain approval.
6. The construction documents shall include all general and specific notes and specifications.
7. Opinion of probable construction cost.

K. Construction Specifications and Bid Documents

Detailed project description, preparation of bid schedules, bid item descriptions, payment methods, special provisions, and technical specifications for the items covered under this scope of work will be provided.

L. 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. We will prepare one (1) Comprehensive Opinion of Probable Cost for all on-site and off-site site improvements for the project based on final improvement plans as submitted by the HDG team for approvals.

This Opinion of Probable Cost will also include all identifiable development and impact fees imposed on the Project by all applicable jurisdictional agencies and utility purveyors. Also included in the Opinion of Probable Cost will be estimated and/or

contracted HDG costs in all consulting disciplines required to complete the Client's goals for the Project. Unit costs will be verified with local, qualified contractor's sources and based on HDG's experience with other similar, recent projects. HDG will provide a draft estimate to the Client for review. The format will be based on HDG's standard estimate template (MS Excel format) and a final copy will be provided to the Client in .PDF format.

M. Project Management, Meetings, and Coordination

The project team will provide project management, attend project meetings, and coordinate with the City as required to complete the project scope as outlined within the scope of services. In the event the project requires additional coordination due to added scope, a contract amendment will be requested prior to incurring budgetary overruns.

N. Agency Approval

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	Design Development Review
2nd Review	65% Check Plans and Specifications
3rd Review	100% Check Plans and Specifications
4th Review	Preliminary Final (Screen Check)

We will make revisions as required by the City and resubmit plans for approval. Final plans will be submitted to the water district and Riverside County Agricultural Commission for approval.

BIDDING AND CONSTRUCTION SUPPORT

We will provide an electronic copy of the final approved plans. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format.

The City will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. We will respond to questions that arise during the bid phase and prepare addenda which will be distributed by the City as necessary.

Bidding procedures will be the responsibility of the City. While the PS&E construction package is being advertised for bids, all questions concerning the intent will be referred to the City for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period or bid opening, said items will be analyzed by HDG for decision by the City as to the proper procedure required. Corrective action taken will either be in the form of an addendum prepared by HDG and issued by the City, or by a covering change order after the award to the construction contract.

We will attend the pre-bid and pre-construction meetings upon notification by the City. During construction and if authorized by the City, the Consultant shall furnish all

necessary drawings for corrections, requests for information (RFI) and change orders. We will review and approve submittals and shop plan drawings submitted by the construction contractor.

CONSTRUCTION SERVICES

Construction Observation Services

We will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in accordance with the contract documents. We will keep the City reasonably informed about the progress and quality of the work completed and report to the City any known deviations from contract documents, the current edition of the construction schedule, and defects and deficiencies observed in the work.

We will provide Construction Observation Services upon request by the City. This section includes the services of all disciplines on the project team.

Process Submittals

We will review and approve or take other appropriate action upon the Contractor's submittals including shop drawings, product data, and samples only for conformance with the contract documents.

Respond to Questions

We will review and respond to Requests for Information (RFI) about the contract documents submitted in the specified written form. Responses to such requests shall be in writing. As appropriate, responses shall be accompanied by supplemental drawings and/or specifications in response to Requests for Information.

Project Close-out

When the work is found to be substantially complete, we will prepare a Punch List identifying work yet to be completed, work that is not in conformance with contract documents, or needs to be corrected, repaired, or replaced. The Punch List will be issued to the Contractor and to the City.

EXHIBIT "B"

SCHEDULE OF SERVICES

The term of this Agreement shall be from July 01, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than Two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

Prospectively, the City anticipates the schedule of work as follows:

- Notice to Proceed (NTP): November 2024
- Assessment and Data Collection: Month 1 from NTP
- Analysis: Month 2 from NTP
- Preliminary Landscape Master Plan Phase: Month 3 from NTP
- Final Landscape Master Plan Phase: Month 4 from NTP

EXHIBIT "C"

COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario, CA.

ESTIMATED FEES	Total Costs
HOVELY SOCCER PARK	
HDG	\$ 44,830.00
ALTUM GROUP	\$ 12,300.00
<i>Subtotal</i>	\$ 57,130.00
HOMME ADAMS PARK	
HDG	\$ 59,670.00
ALTUM GROUP	\$ 88,000.00
RTM	\$ 15,000.00
PETRA	\$ 9,500.00
<i>Subtotal</i>	\$ 172,170.00
UNIVERSITY PARK	
HDG	\$ 24,410.00
ALTUM GROUP	\$ 12,300.00
<i>Subtotal</i>	\$ 36,710.00
WASHINGTON CHARTER	
HDG	\$ 24,680.00
ALTUM GROUP	\$ 12,300.00
<i>Subtotal</i>	\$ 36,980.00
RANDALL HENDERSON TRAILHEAD	
HDG	\$ 59,670.00
ALTUM GROUP	\$ 89,600.00
RTM	\$ 15,000.00
PETRA	\$ 9,500.00
<i>Subtotal</i>	\$ 173,770.00
FREEDOM PARK	
HDG	\$ 23,465.00
ALTUM GROUP	\$ 15,300.00
<i>Subtotal</i>	\$ 38,765.00
IRONWOOD PARK	
HDG	\$ 33,470.00
ALTUM GROUP	\$ 12,300.00
<i>Subtotal</i>	\$ 45,770.00
PROJECT TOTAL	\$ 561,295.00

OPTIONAL ENVIRONMENTAL SERVICES

HOMME ADAMS	\$ 15,000.00
RANDALL HENDERSON	\$ 15,000.00

OPTIONAL ARCHITECTURAL SERVICES

\$ 120,000.00

OPTIONAL PARK MANAGEMENT PLAN

\$ 7,800.00

OPTIONAL GRANT WRITING SERVICES

TBD

OPTIONAL SURVEYING SERVICES

HOMME ADAMS (2 ACRES)	\$ 7,900.00
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RANDALL HENDERSON (2 ACRES)	\$ 7,900.00
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NORMAL HOURLY RATES

Principal Landscape Architect/Principal Planner	\$195.00 per hour
Construction Manager	165.00 per hour
Landscape Architect	150.00 per hour
Project Manager/Associate	135.00 per hour
Irrigation Designer	135.00 per hour
Senior Designer	125.00 per hour
Professional Staff/Specification Writer	105.00 per hour
Designer	95.00 per hour
Draftsperson	85.00 per hour
Administrative Staff	75.00 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.

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.