

**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 **In-Site Landscape Architecture, Inc, an S Corporation**, with its principal place of business at **2907 Shelter Island Drive, Suite #105-417, San Diego, California 92106** ("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:

**Randall Henderson Trailhead and Freedom Park Engineering and Design
Project**

Project No. CPK00009, MPK00001
(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: **Ron Moreno, Project Manager.**

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 **Tim Jachlewski, 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 **Four Hundred Thousand Fifty-One Dollars (\$400,051.00)** 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: In-Site Landscape Architecture, Inc.
2907 Shelter Island Drive, Suite 105-417
San Diego, CA 92106
ATTN: **Tim Jachlewski, 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 IN-SITE LANDSCAPE ARCHITECTURE, INC.**

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

**IN-SITE LANDSCAPE ARCHITECTURE,
INC, AN S CORPORATION**

By: _____

Chris Escobedo
Interim City Manager

By: _____

Tim Jachlewski
President

Attest:

By: _____

Anthony J. Mejia
City Clerk

By: _____

Tim Jachlewski
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

RANDALL HENDERSON TRAILHEAD (CPK00009) FREEDOM PARK (MPK00001)

Description of Services:

TASK I – PUBLIC ENGAGEMENT

1. PROJECT INITIATION

In addition to necessary technical-focused meetings with City and utility owners which may or may not need to be in person, the Consultant(s) shall make provisions to conduct the following:

1A) In-person kick-off meeting - Consultant(s) will plan and attend a kick-off meeting with City staff to ensure clarity and mutual understanding of the scope of work. This meeting will serve as an opportunity to acquire all relative input about the project area including phasing, site and budgetary constraints, and objectives. This meeting will also provide a review of the scope of services, goals, planning and design, maintenance and operation, utility improvements, construction planning, and budget.

- City staff will provide a budget range for the construction of the final project design. The Consultant(s) will ensure all project design options are within the specified budget range.
- A timeline will be established and agreed upon at the project kick-off meeting. This timeline will be followed for the duration of the project. Copies of the approved schedule shall be provided to all key members and City staff. Changes to the timeline will be submitted to the Public Works Director for review and approval.

1B) Monthly in-person/ web-based progress meetings with City

Deliverables:

- Meeting Agendas
- Meeting Minutes
- Schedule

2. REVIEW AND DATA COLLECTION

To familiarize the project team with existing conditions and adjacent land uses, research and data collection will be undertaken during this task. It will concentrate on a review of the physical limitations and opportunities of the site including drainage, existing vegetation, existing utilities, external influences, parking and access needs, pedestrian and vehicular circulation requirements, and the relationship of adjacent developments. This task will allow each 'discipline' representative to make a site visit and perform a field investigation to familiarize themselves with the project site conditions.

- City staff will provide relevant technical documents that have been developed for the site, including a topographic survey (in AutoCAD format) including boundaries,

Exhibit "A-I"

utilities, easements, etc. Consultant shall prepare a topographic survey only as an “optional additional task” if the City does not have a recent topographic survey.

- Utility information will be provided by the City.
- City will provide record drawing as-builts if available.
- City will provide irrigation controller charts if available.

Deliverables:

- Park Base Map generated from the topographic survey and City-provided documents
- Memorandum of existing conditions issues (if any)

3. PUBLIC ENGAGEMENT PLAN

3.A) The Consultant(s) will develop and execute a Public Engagement Plan to understand the community needs for the project. The Public Engagement Plan will be reviewed and approved for content and accuracy by City staff prior to execution. The Public Engagement Plan will be modeled after the Institute for Local Government TIERS Public Engagement Framework (<https://www.ca-ilg.org/tierspublic-engagement-framework>). The City of Palm Desert’s website www.engagepalmdesert.com will be incorporated, where possible.

3.B) The Consultant(s) will plan and attend a meeting with City staff and Parks and Recreation Committee to collect information for the Public Engagement Plan.

3.C) The Consultant(s) will attend, present updates, and receive input at one Parks and Recreation Committee and any applicable Sub-Committee meeting.

3.D) The Consultant(s) will incorporate one stakeholder/community engagement meetings prior to and during the design process. The initial public meeting will be focused on information gathering, in which the project team will be introduced to the community to express ideas for improvements based on the City’s initial outline and goals. Presentation materials and supplies will be provided to encourage involvement in design and begin prioritization of the improvements. A general consensus on the approach for the design will be sought for incorporation into conceptual design options to be presented at subsequent City meetings. Note: City the RFP said to assume one community meeting, secondary stakeholder/community meetings will be provided at the request of the City as an additional service fee (billed hourly).

3.E) The Consultant(s) will incorporate community input into the design drawings. An updated conceptual plan shall be prepared based upon input from staff, committees, and the community. Any modifications desired (and approved by the City) beyond what is presented in the revised plan shall be incorporated during the preparation of the final concept design.

3.F) Initial design considerations will include but are not limited to facilities and features listed in the Project Understanding section. Consultant will provide insight and recommendations about park improvements including lighting, park furnishings, etc. The exact improvements will be determined through the design and public engagement

process. Off-site improvements are not included. Multiple design iterations are not included.

Deliverables:

- o Public Engagement Plan
- o Meeting Agendas
- o Meeting Minutes
- o Memorandum of Consultant Recommendations

4. PUBLIC ENGAGEMENT REPORT

The Consultant(s) will provide a report to the City summarizing public engagement methods, events, and outcomes.

- Consultant(s) will document input from all stakeholder and engagement meetings. This information will be compiled and analyzed in a Public Engagement Report to derive data upon which design decisions will be based. All designs will be data-driven to varying extents. This information will be included in the presentation of each design.
- The Public Engagement Report is anticipated to be presented at a City Council meeting approximately three months from the contract start date. This report will provide a list of amenities that are needed based on analysis of public engagement data. Input from the City Council will dictate whether additional public engagement is needed, or the Consultant(s) may move forward with the final design.

Deliverables:

- o Public Engagement Report

TASK II – PRELIMINARY PLANNING AND CONCEPTUAL DESIGN

5. CONCEPTUAL DESIGN

The Consultant(s) will provide a Conceptual Design Plan consisting of renderings of the project features that meet the established community needs and is welcoming, inviting, and enjoyable for a variety of users. The design plans developed during this task shall be presentation quality, color graphic representations of the proposed site improvements.

- 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 facilities and related amenities in the Coachella Valley.
- Proposed restrooms based upon public engagement and coordination with City staff will be included. Restrooms 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 labeled to identify building materials.

- The Consultant(s) will review all existing background technical reports for the site, including hydrology and drainage. Plans will include long term stormwater retention needs for the site if applicable.
- Energy conservation, use of solar energy, electric vehicle charging, environmental protection, and greenhouse gas emissions reductions will be incorporated in the design to the extent possible within the project budget.
- The final Conceptual Design Plan will presented at Parks and Recreation Committee and City Council meetings for approval.

Deliverables:

- o Conceptual Plan and Renderings
- o Meeting notes from the Parks and Recreation Committee meeting
- o Meeting notes from the City Council meeting

6. PRELIMINARY COST ESTIMATE AND TIMELINE

The final Conceptual Design Plan will include an opinion of probable construction cost estimate, as specified during the project initiation phase. (Opinion of construction cost provided by Consultant is based on the information available to Consultant and on the basis of Consultant's experience and qualifications, and represents its judgement. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from the opinion of construction cost that the Consultant prepares.) A timeline for the implementation of the Conceptual Design Plan will be included.

The estimate shall clearly demonstrate an itemized cost for the development and construction of the Park features, systems, utilities, etc. indicated in the Conceptual Design Plan documents. City staff will be given the opportunity to review the estimate for comment or adjustments. The initial cost estimate will be modified accordingly upon completion of the final Conceptual Design Plan.

Deliverables:

- o Opinion of probable construction cost estimate

TASK III – CONSTRUCTION DOCUMENTS

7. PREPARATION OF CONSTRUCTION DOCUMENTS/ COORDINATION

The Consultant(s) shall perform professional and technical engineering, landscape design, and related design services to prepare design and feasibility studies, preliminary engineering, Plans, Specifications and Estimates (PS&E). The Consultant(s) will also coordinate with the City's Building and Safety Division regarding building components for the project. A red line hard copy of the City's plan check review comments will be returned

to the Consultant(s). Two plan check reviews are anticipated prior to the submittal of the final product. The final submittal shall include all electronic files of and relating to the approved alignment (AutoCAD, GIS data and PDF files). The City will use the PS&E to advertise, award and administer one or more construction contracts.

Consultant and Subconsultants (as necessary) shall attend periodic web-based meetings with the Client to coordinate the project. (A total of six meetings are budgeted for this project.) Consultant shall coordinate the project with the City, its sub-consultants, and manufacturers.

Plans shall be submitted to the City at the 100% and Final stages for review and comment.

7.A) GEOTECHNICAL INVESTIGATION

7.A.1) – Field Exploration Program

Subconsultant (Verdantas) will excavate 1 to 3 borings at each park site, within accessible areas of the sites, or as near as feasible to the proposed improvements, to depths ranging from 15 to 20 feet below ground surface (BGS), or refusal. The number of borings at each site will depend on the proposed improvements and design. Borings will be advanced by a truck mounted hollow-stem auger drill rig and will be visually logged by a member of our technical staff. Representative bulk and relatively undisturbed soil samples will be collected. The borings will be backfilled with the soil cuttings upon completion. Verdantas will also contact DigAlert (811) prior to our fieldwork. For the purposes of budget control, Verdantas have assumed that borings at all park sites will be able to be performed during one mobilization.

In addition to the borings, at Homme Adams Park and Randall Henderson Trailhead, Verdantas will perform percolation testing to assist with on-site infiltration system design. Percolation test holes will be drilled with a hollow-stem auger drill rig, during the same mobilization, to an average depth of 5 to 10 feet BGS, and testing will be performed in general accordance with Riverside County guidelines.

7.A.2) – Laboratory Testing

Laboratory tests will be performed on selected, representative soil samples to determine pertinent engineering properties. Tests may include sieve analysis, expansion potential, and maximum dry density/optimum moisture content.

7.A.3) – Geotechnical Analyses and Report Preparation/Deliverables

Geotechnical data analyses will consist of review of existing in-house data and analyses of the collected data by the Professional Engineer. Verdantas will also prepare one report for each park site signed by a California registered Professional Engineer and Certified Engineering Geologist, summarizing the findings and conclusions of the exploration and provide geotechnical recommendations for foundation systems, including bearing capacities, lateral resistance, and settlement values.

EXPLORATION SCHEDULE

Verdantas is prepared to begin this work upon receiving written approval of this proposal and mutually agreed to contract. California law requires that Dig Alert (811) be provided at least three full working days advanced notice to locate registered utilities in the

proposed exploration area, before exploration can begin. Depending on site access constraints, weather and exploration equipment availability, field exploration may begin 3 to 5 working days after we receive written authorization for this work, obtaining legal site access, and underground utilities clearance by DigAlert. We estimate field exploration to be completed in one day. Geotechnical laboratory testing, engineering analyses and report preparation will require approximately 2 to 3 weeks after completion of field exploration. Thus, we estimate that a draft report can be submitted in approximately 4 to 5 weeks after we receive written authorization to proceed and obtain legal access.

Geotechnical Assumptions and Clarifications

This fee is based on the condition that the field investigation can be performed during normal weekday daylight-hours. Post-report consultations or any additional services beyond the above-described scope of work will be charged additionally on a time-and-expense basis in accordance with the fee schedule. Also, for the purpose of budget control and time schedule, the following is assumed:

- Verdantas will have legal and unhindered access to the site (minimal restriction due to fencing/corrals etc.) and Verdantas is not responsible for damage to unidentified utilities or structures, if not identified by 811.
- We estimate field exploration to be completed in two days (one combined mobilization).
- This project is subject to the Prevailing Wage Law.
- Geotechnical meetings are excluded

7.B) TITLE SHEET

Consultant shall prepare a Title Sheet for the construction documents that includes a vicinity map, project directory, sheet index, and other applicable information.

7.C) DEMOLITION PLANS

Consultant shall prepare a site demolition plan that identifies items to be removed and disposed of or removed and salvaged. Demolition plans shall be prepared on the topographic survey provided by the City or by the optional task topographic survey provided by Subconsultant (MBI).

7.D) SITE CONSTRUCTION PLANS

Consultant shall prepare landscape construction plans at a scale suitable to communicate design intent that identifies proposed construction elements applicable to each park site such as paving, furnishings, fencing, parking lot, shade structures, shade sails, playground equipment, proposed restroom location, and other related site improvements. Consultant shall prepare applicable landscape construction notes, details and specifications. Plans shall include Architectural Site

Plan including ADA Path of Travel (if applicable).

- Note: Signed and sealed Structural Calculations and Engineered shop drawings shall be prepared by the respective manufacturers for City permit, bidding, and construction for items requiring building permits. (If structural fees are charged by the manufacturer, the City may pay those fees directly to the manufacturer or as a reimbursable item under In-Site's contract.)

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7.E) PRECISE GRADING AND DRAINAGE PLANS

Subconsultant (MBI) shall prepare one Precise Grading Plan Set of the project site based on the final layout from the Client (In-Site Landscape Architecture, Inc). The plans will be prepared based upon the approved Geotechnical Report recommendations and City of Palm Desert standards where applicable. The plan will include proposed contouring, area drain and catch basin locations, storm drain piping and sizes, parking lot design, ADA parking spaces and accessibility within the proposed improvements and finished lot grading, building pad and setback dimensions elevations (if applicable) and sidewalk/hardscape grading where these are being proposed.

Any changes or revisions to the Site Plan, or modifications required by the stakeholders after final design has reached a 50% completion, that requires significant alterations/revisions to the site plan layout shall be performed as an additional service for an additional fee. Said Add Service shall be executed prior to the commencement of a site redesign. City shall provide the location of all dry utilities and appurtenances (transformers, handholes, etc) in an AutoCAD format for inclusion in the precise grading plans.

- Note: Asphalt and PCC pavement sections within the proposed parking lot shall be based upon the recommendations provided in the site-specific Soils Report prepared by a licensed Geotechnical Engineer or Geologist. MBI shall not be responsible for determining said sections. An approved Fire Access circulation plan shall also be provided to MBI if separate pavement thicknesses are required for supporting emergency vehicles.

7.F) COMPOSITE UTILITY PLANS (if applicable)

Subconsultant (MBI) shall prepare one (1) Composite Utility Plan based on the approved site plan and restroom layout (if applicable). The Composite Utility Plan will depict the proposed private domestic water mains and building services and private sewer mains and building laterals and shall be stubbed to 5 feet from the proposed restroom facility. The Composite Utility Plan will show the proposed dry utility facilities and routing (electric, gas and telephone / communication) if provided by the client. This task includes depicting sewer main invert elevations and sewer point of connection invert elevations to ensure the sewer collection system will properly serve any proposed restroom buildings and connection to a Public maintained system if available. The Composite Utility Plan will be prepared at a scale of 1" = 20' on 24"x36" sheets. It is anticipated that one (1) title sheet and one (1) "plan view" only sheet will be required for this task. If existing utilities are unavailable at the proposed restroom location, a pit type restroom shall be designed and noted accordingly.

7.G) LANDSCAPE PLANTING PLANS

Consultant shall prepare planting plans at a scale suitable to communicate design intent that identifies proposed trees, shrubs, groundcovers, and mulch. Plans shall conform to the State of California Model Water Efficient Landscape Ordinance or locally adopted ordinance. Consultant shall prepare a landscape planting legend (schedule) including plant genus, species, common name, quantity, size, water use, and remarks. Consultant shall prepare applicable planting notes, details and specifications.

7.H) IRRIGATION PLANS

Consultant shall prepare irrigation plans at a scale suitable to communicate design intent that identifies proposed irrigation equipment. Plans shall conform to the State of California Model Water Efficient Landscape Ordinance or locally adopted ordinance.

Consultant shall prepare an irrigation legend including manufacturer and model numbers of proposed equipment.

Consultant shall prepare applicable irrigation notes, details and specifications. Consultant shall prepare irrigation Water Use Calculations.

7.I) SITE LIGHTING AND ELECTRICAL PLANS

Subconsultant (VCL) shall prepare lighting design and electrical engineering for the installation of

parking lot lights, pedestrian lights, landscape lights, monument lights, power to electric vehicle charging stations as required and power to site electrical appurtenances as applicable to each park site. The site lights shall be connected back to an electrical meter pedestal and/or restroom panel as required. Plans shall include all circuit designs with conduit and wiring call-outs, Cal Green compliant specifications installation details, construction notes, lighting schedules and panel schedules. Connections to irrigation controller(s) as required.

Subconsultant (VCL) shall prepare photometric analysis of site lighting to determine specifications, placements and light levels that adhere to all applicable city codes and ordinances. Plans shall include statistical summaries, photometric point by points on a 10' x 10' calculation grid shown in illuminance values, fixture schedules and proposed fixture cut-sheets.

Subconsultant (VCL) shall prepare coordinate with civil and landscape architect for base files and light location placements.

Subconsultant (VCL) shall prepare coordination with utility consultant for required electrical service location and tie-in point (if applicable).

Subconsultant (VCL) shall prepare Title-24 energy calculations.

Subconsultant (VCL) shall prepare Structural Pole Base calculations.

7.J) RESTROOM BUILDING (as applicable for the parks with restrooms)

Manufacturer (Romtec) shall prepare a preliminary scope of supply and services submittal that includes the schematic design of the restroom floor plan, elevations, materials, building electrical, lighting, Design and Supply Cost and separate Installation cost proposal. The City has three alternatives for the restroom procurement:

- a) Design/ Supply/ Install: The City may directly purchase the Restroom Design Construction Documents (Signed and sealed structural calculations and engineered construction documents needed for building permit and construction), Building Materials, and Installation (construction) of the building directly from

Romtec through a separate contract (apart from General Contractor.) Romtec will coordinate the necessary site preparation and utilities with the General Contractor.

- b) Design/ Supply: The City may directly purchase the Restroom Design Construction Documents (Signed and sealed structural calculations and engineered construction documents needed for building permit and construction) and Building Materials directly from Romtec through a separate contract (apart from General Contractor.) The General Contractor will be responsible for the construction of the building.
- c) Design: The City may directly purchase the Restroom Design Construction Documents (Signed and sealed structural calculations and engineered construction documents needed for building permit and construction) as a change order to In-Site's contract or direct purchase from Romtec.

7.K) UPDATED OPINION OF PROBABLE CONSTRUCTION COST ESTIMATE

Consultant shall prepare an opinion of construction costs based on the construction documents. Estimate shall be submitted 100% plan completion stage.

- Note: Opinion of construction cost provided by Consultant is based on the information available to Consultant and on the basis of Consultant's experience and qualifications, and represents its judgement. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from the opinion of construction cost that the Consultant prepares.

Deliverables:

- o One set of plans, details and specifications to scale shall be in PDF electronic file format, plotted at the appropriate sheet size and scale.
- o Meeting Agendas
- o Meeting Notes
- o Opinion of Probable Construction Cost Estimate
- o Responses to plan check comments for each submittal

8. ENVIRONMENTAL REVIEW

Preliminary environmental review of the planned improvements at the existing parks are assumed to qualify for an exemption under the California Environmental Quality Act (CEQA). Subconsultant (MBI) recommends preparing one (1) Notice of Exemption for the collection of improvement activities identified within the RFP for the seven (7) existing parks and trailheads. It is assumed the improvement projects would qualify for an exemption under CEQA Guidelines Section 15301 (Existing Facilities) which allows for the minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; as well as Section 15303 (New Construction) which allows for the construction and location of limited numbers of new, small facilities or structures and installation of small new equipment and facilities in small structures.

- Note: Per RFP Addendum #1: "Federal funding may be utilized based on the availability and successful application for grant programs." If federal funding is

awarded, NEPA compliance may be required. As such, MBI will provide scope and fee in coordination with the City, if required by funding.

Deliverable:

- o Draft and Final Notice of Exemption submitted electronically.

9. MANAGEMENT PLAN

The Consultant(s) will develop a Management Plan for the project which includes water management, electrical/lighting, landscape, and facility upkeep, including timelines, to adequately maintain facilities included in the final design.

- The Park Management Plan will include the ongoing maintenance of mitigation measures identified in any applicable environmental documents.
- The Consultant(s) will coordinate with City Public Works Department to convey information about the management tasks related to the site design.

TASK IV – BIDDING AND CONSTRUCTION SUPPORT

While the City anticipates completion of Tasks I through III of this scope of work within 12 - 15 months of project start, Task IV is expected to commence when the City begins preparing to invite bids for construction of the project. There will likely be an interval of time between completion of Task III and commencement of Task IV. To accommodate this time frame, the agreement for this project has been drafted with a three-year term, including the option to renew the agreement automatically for two additional one-year terms. The duration of Task IV will vary based on the extent of the project design.

10. BIDDING

- The Consultant(s) shall 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 contractors. The Consultant(s) shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by 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 shall be referred to 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 shall be analyzed by the Consultant(s) for decision by City as to the proper procedure required. Corrective action taken will either be in the form of an addendum prepared by the Consultant(s) and issued by City, or by a covering change order after the award to the construction contract.
- The Consultant(s) shall attend the pre-bid and pre-construction meetings upon notification by City. During construction and if authorized by City, the Consultant(s) shall furnish all necessary drawings for corrections, requests for information (RFI) and change orders required by errors and omissions of the Consultant(s). The Consultant(s) may be assigned by City to review and approve submittals and shop plan drawings submitted by the construction contractor.

11. CONSTRUCTION SUPPORT

Exhibit "A-I"

City will serve as the contract manager and direct liaison between the Consultant(s) and other city agencies and peer agencies. The Consultant(s) shall be responsible for project management activities throughout the life of the contract. The scope of activities includes, but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for City and the Consultant(s') sub-contractors, and preparing all exhibits and presentations for City to submit to City Council, peer agencies and public meetings (as applicable).

- Consultant shall attend an in-person pre-construction meeting
- Consultant shall respond to requests for information and prepare addendums and clarifications for landscape related work.
- Consultant shall review contractor submittals and shop drawings.
- Consultant shall provide field observation for the landscape related work at the appropriate stages of construction.
- Consultant shall review completed project and prepare a punch list of outstanding items related to landscape (one site visit).
- Consultant shall review the completed punch list items and provide a letter of substantial completion (one site visit).
- Consultant shall provide record drawing As-Built Plans. The As-Built plans will be based off known changes that were made in the field during the construction process and marked up redlines provided by the contractor. It is anticipated that three (3) Delta revised plans shall be included as part of this task. The plans will include any Delta revisions necessary showing the proposed changes. This task assumes that the awarded contractor maintains accurate records of said changes for utilization by Consultant for the preparation of said As-Built. This task does not include additional topographic survey field time but can be included under a separate Change Order if requested. Any additional topo work will not commence until such an agreement has been executed between the client and Consultant.
- Note: Although the Consultant may observe and discuss potential problems with the Client/ Owner or the Client/ Owner's contractor(s), the site visits are not construction inspections or a guarantee that there will not be construction deficiencies. Contractor submittals, such as shop drawings and samples are reviewed by the Consultant only to determine if they conform to the Consultant's design intent. Consultant's review of submittals shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. Consultant's review of Contractor's payment applications to determine if the amount of work represented as complete is generally consistent with the Consultant's observations during its site visits shall be subject to any noted qualifications by the Consultant. Client understands that the frequency of the Consultant's site visits may limit Consultant's ability to review certain payment applications. Consultant's review shall not be a representation that Consultant has supervised the work, or that Consultant has reviewed how or for what purpose Contractor has used or intends to use Owner's payments.
- Note: Construction Support Services shall be performed on a time and material basis to the budget amount indicated in the fee proposal. Services beyond the budget amount in the fee proposal shall be provided as a contract amendment with the City.

Optional Additional Task Items:

OPTIONAL TASK 1 ADDITIONAL TOPOGRAPHIC FIELD SURVEY

The RFP states the City will provide a topographic survey in CAD format. Subconsultant (MBI) shall perform and prepare a conventional field topographic survey to locate, measure and describe existing planimetric and topographic features including definitive tops/toes of slopes, curbs, gutters and utilities that require additional accuracy or that could be obscured from aerial imagery. This includes any areas being affected by the proposed additions to the project site as well as paths of travel are being improved. The survey will be compiled as a CADD readable file to be used by Consultant(s).

Additional design surveys or aerial topographic surveys of the whole park parcel, if needed, will be completed under a separate additional fee agreement.

- **Underground Utilities Note:** This Topographic Survey will be conducted in accordance with accepted industry standards. Unless otherwise indicated, only above ground utility appurtenances shall be located by Survey methods. Underground utilities or structures shown on the Grading Plan shall be considered as being reproduced from records supplied by the City and will not be verified for line or grade in any way during the course of this Survey. Other utilities may exist on this site which are not a part of the scope of work described herein and therefore shall not be shown on the Grading Plan.

Ground Penetrating Radar (GPR) will not be used in locating existing underground utilities. This can be proposed at a later date if it is determined that accurate locations of existing utilities via research with the City/County, utility purveyors and previous as-built plans within this area yield less than desirable results for approximating the locations of said utilities. Prior to any GPR work being performed, a separate Change Order to this agreement shall be executed by Consultant and client.

Deliverables:

- o AutoCAD file of topographic field survey

OPTIONAL TASK 2 RECORD BASE MAP PREPARATION

To include and plot the record position of the project boundary in approximate orientation with a specific coordinate system, compiled aerial topographic base data or other overlay features, Subconsultant (MBI) shall perform the following tasks:

- MBI shall perform research of the available public records via on-line services to obtain maps and other items that affect the boundary location of the property;
- MBI shall prepare a preliminary record data map to be used by the field survey crew to search for a sampling of boundary monuments;
- MBI shall perform a field survey of said monuments in order to establish orientation of the record survey data in relation to the coordinate system used in the topographic mapping;
- MBI shall plot the record boundary lines on the aerial base map, with the understanding of the Client that said record boundary is NOT the result of a comprehensive boundary survey and analysis, and that it's orientation may

disagree substantially from the position determined by a full boundary survey and analysis;

- The budget for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists in the immediate project vicinity to control this record data survey.
- Upon construction limits being defined, MBI shall plot only those easements affecting proposed limits of work. Said easements which are recorded and show up within a current and up-to-date Preliminary Title Report, a plat from the Title Company showing said easements affecting proposed work areas and all Schedule 'B' exceptions as stated in the Preliminary Title Report shall be plotted, if required.

Any cost associated with the preparation and processing of a Record of Survey Map, if one becomes necessary as a legal requirement, shall be covered by the City.

This task is not the preparation of a Constraints Map for the entire Park site. If this is requested by the City, MBI shall submit a separate proposal which shall include task descriptions and a schedule of fees prior to any work being prepared.

OPTIONAL TASK 3 HYDROLOGY AND HYDRAULICS REPORT

Subconsultant (MBI) shall prepare a Hydrology and Hydraulics Report for the Project in accordance with the requirements of the City of Palm Desert and the Riverside County Flood Control and Water Conservation District (RCFC&WCD) for submittal to the City. This report will finalize the determined onsite stormwater runoff calculations and the drainage facilities necessary to accommodate projected stormwater flows. Hydraulics for storm drain less than 12-inches shall be computed in normal depth conditions, while storm drain 12-inches and greater shall be analyzed using Water Surface Pressure Gradient (WSPG) software. Up to three (3) main lines are anticipated to be analyzed using WSPG software to plot hydraulic grade lines. Offsite calculations are not included in this scope of work.

Deliverables:

- o PDF of Hydrology and Hydraulics Report

OPTIONAL TASK 4 NPDES COMPLIANCE AND STORMWATER POLLUTION PREVENTION PLAN

Subconsultant (MBI) shall prepare and submit a Notice of Intent (NOI) and a Stormwater Pollution

Prevention Plan (SWPPP) for the Project to the State Water Resources Control Board (SWRCB). A copy of the SWPPP and the Waste Discharge Identification Number (WDID No.) shall be supplied to the client. MBI shall comply with the Construction General Permit (CGP), 2022-0057-DWQ effective after September 1st, 2023. MBI shall comply with the CGP by preparing and submitting the project registration documents online to the SWRCB. These documents include a risk analysis and the SWPPP document. This task assumes any further updates or actions necessary for upkeep, inspections, or maintenance of the SWPPP shall be prepared by the general contractor, erosion control contractor, or other party. This includes but is not limited to Annual Reporting, Rain Event Action Plans, Inspection Logs, Changes of Information, and the Notice of Termination.

Deliverables:

- o PDF of SWPPP Report

OPTIONAL TASK 5 WATER QUALITY MANAGEMENT PLAN

Subconsultant (MBI) shall prepare a Final Water Quality Management Plan (WQMP) for the proposed project in accordance with Appendix H of the Whitewater River Region Stormwater Management Plan and be prepared using the Whitewater River Region template. Identification and as-needed calculations of all applicable structural BMPs, including source control, LID/site design, and treatment control BMPs shall be detailed in the final deliverable. The Final WQMP will include the required operation & maintenance agreements and owner's certifications and shall be processed through the City of Palm Desert for approval. This task includes up to three (3) plan check revisions and does not account for major site plan changes.

Deliverables:

- o PDF of WQMP Report

OPTIONAL TASK 6 PM-10 DUST MITIGATION PLAN

Subconsultant (MBI) shall prepare a PM-10 Fugitive Dust Plan per the requirements of the City of Palm Desert and the Southern California Air Quality Management District.

Deliverables:

- o PDF of Dust Mitigation Plan

OPTIONAL TASK 7 GEOTECHNICAL REVIEW OF PLANS AND SPECIFICATIONS

Upon request, subconsultant (Verdantas) can review draft plans and specifications pertaining to geotechnical aspects of this project. This proposal does not include geotechnical testing and observation during construction or services during bidding to respond to contractor's questions pertaining to geotechnical aspects of this project.

OPTIONAL TASK 8 SCE DRY UTILITY CONSULTING

Subconsultant (Koser) shall coordinate the designs, contracts, invoices and easements on behalf of the City, with Southern California Edison.

ASSUMPTIONS

Consultant's obligations are based upon the following understanding:

1. Title Reports and supporting documents will be provided by the Client prior to commencing the services offered herein.
2. All fees and bonding premiums shall be at the Owner's expense.
3. On-site storm drain systems, if any, will be private, owned and operated by the City.
4. Composite utilities shall be a private system for future operation and maintenance by the landowner. All said on-site water and sewer connections will be tied to CVWD main lines along the adjacent streets if said utilities are available. No mainlines are being proposed at this time.

5. A letter requesting the Hydraulic Modeling Analysis from the city/landowner shall be submitted to CVWD prior to the commencement of any Off and On-Site water and/or sewer design as stated herein.

EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by Consultant(s) if negotiated under a separate contract for an additional fee; but are presently specifically excluded from the Agreement:

1. Traffic Studies, Traffic Counts, Intersection Studies and Traffic Signal Modifications;
2. Environmental Studies except those described herein;
3. Dry Utility design, coordination and Utility Potholing;
4. Plan and Map Check fees;
5. Acoustical Studies;
6. Retaining Wall, Perimeter Wall or Sound Wall Plans and/or Structural Design;
7. Technical Specifications other than notes on plans;
8. Services related to Hazardous Wastes and Hazardous Material Abatement and Environmental Issues;
9. Construction Surveying;
10. Mapping Services including but not limited to Legal descriptions, Record of Survey, Condominium Mapping or Parcel Maps.
11. Off-Site Water and Sewer Improvement Plans;
12. Traffic Control Plans;
13. Calculating Building Service line sizing (water, sewer and fire protection);
14. Building Fire Sprinkler Design and Calculations;
15. Preliminary Water Quality Management Plans;
16. Septic system design, layout or improvement plans;
17. Horizontal Control Plan;
18. Agencies fees;
19. Phase 2 or Phase 3 Environmental Audits;
20. Consultant does not make decisions for the client at the construction site other than for Consultant's design/plan without their approval;
21. Any other services not specifically set forth in the above Scope of Services.

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:

DRAFT SCHEDULE

WEEK:

TASK I – PUBLIC ENGAGEMENT

1. PROJECT INITIATION
 - 1.A-Kickoff meeting
 - 1.B-Monthly Meetings, agendas, minutes
2. REVIEW AND DATA COLLECTION
 - 2.A-Site Visits
 - 2.B-Base Map
 - 2.C-Memo of existing conditions issues
3. PUBLIC ENGAGEMENT PLAN
 - 3.A-Public Engagement Plan
 - 3.B-Meeting w/ City and Parks and Rec. Committee 1
 - 3.C-Meeting w/ City and Parks and Rec. Committee 2
 - 3.D-Public Workshop Meeting and Online Survey
 - 3.E-Public Data
 - 3.F-Memorandum of consultant recommendations
4. PUBLIC ENGAGEMENT REPORT
 - 3.A-Public Engagement Report

TASK II – PRELIMINARY PLANNING & DESIGN

5. CONCEPTUAL DESIGN
 - 5.A-Conceptual Design
 - 5.B-Park and Rec Committee Meeting
 - 5.C-City Council Meeting
 - City/ Agency Comments
6. PRELIMINARY COST ESTIMATE AND TIMELINE
 - 6.A-Opinion of Cost Estimate
 - 6.B-Schedule

TASK III – CONSTRUCTION DOCUMENTS

7. Project Management & Coordination
 - 7.A-Geotechnical Investigation
 - 7.B-Title Sheet
 - 7.C-Demolition Plans
 - 7.D-Site Construction Plans
 - 7.E-Precise Grading and Drainage Plans
 - 7.F-Composit Utility plans
 - 7.G-Landscape Planting Plans
 - 7.H-Irrigation Plans
 - 7.I-Site Lighting and Electrical Plans
 - 7.J-Restroom Building (Coordination with Romtec)
 - 7.K-Updated Opinion of Cost Estimate
 - City/ Agency Plan Check
 - Revisions
 - City/ Agency Plan Check
 - Revisions
8. Environmental Review
 - 8.A-Draft and Final Notice of Exemption
9. Management Plan
 - 9.A-Management Plan

TASK IV – BIDDING/ CONSTRUCTION SUPPORT

- 10.A-Pre-Bid Meeting
- 10.B- Bidding
11. Construction Support
 - 11.A-Pre construction meeting
 - 11.B-Respond to RFI's
 - 11.C-Submittal Review
 - 11.D-Field Observations (two visits budgeted)
 - 11.E-Punch List Walk
 - 11.F-Post Punch List Walk
 - 11.G-As-Built Drawings

OPTIONAL ADDITIONAL SERVICES

- OPTIONAL TASK 1-ADDITIONAL TOPOGRAPHIC FIELD SURVEY
- OPTIONAL TASK 2-RECORD BASE MAP PREPARATION
- OPTIONAL TASK 3-HYDROLOGY AND HYDRAULICS REPORT
- OPTIONAL TASK 4-NPDES COMPLIANCE AND SWPPP
- OPTIONAL TASK 5-WATER QUALITY MANAGEMENT PLAN
- OPTIONAL TASK 6-PM-10 DUST MITIGATION PLAN
- OPTIONAL TASK 7-GEOTECHNICAL REVIEW OF PLANS
- OPTIONAL TASK 8-SCE ELECTRICAL SERVICE

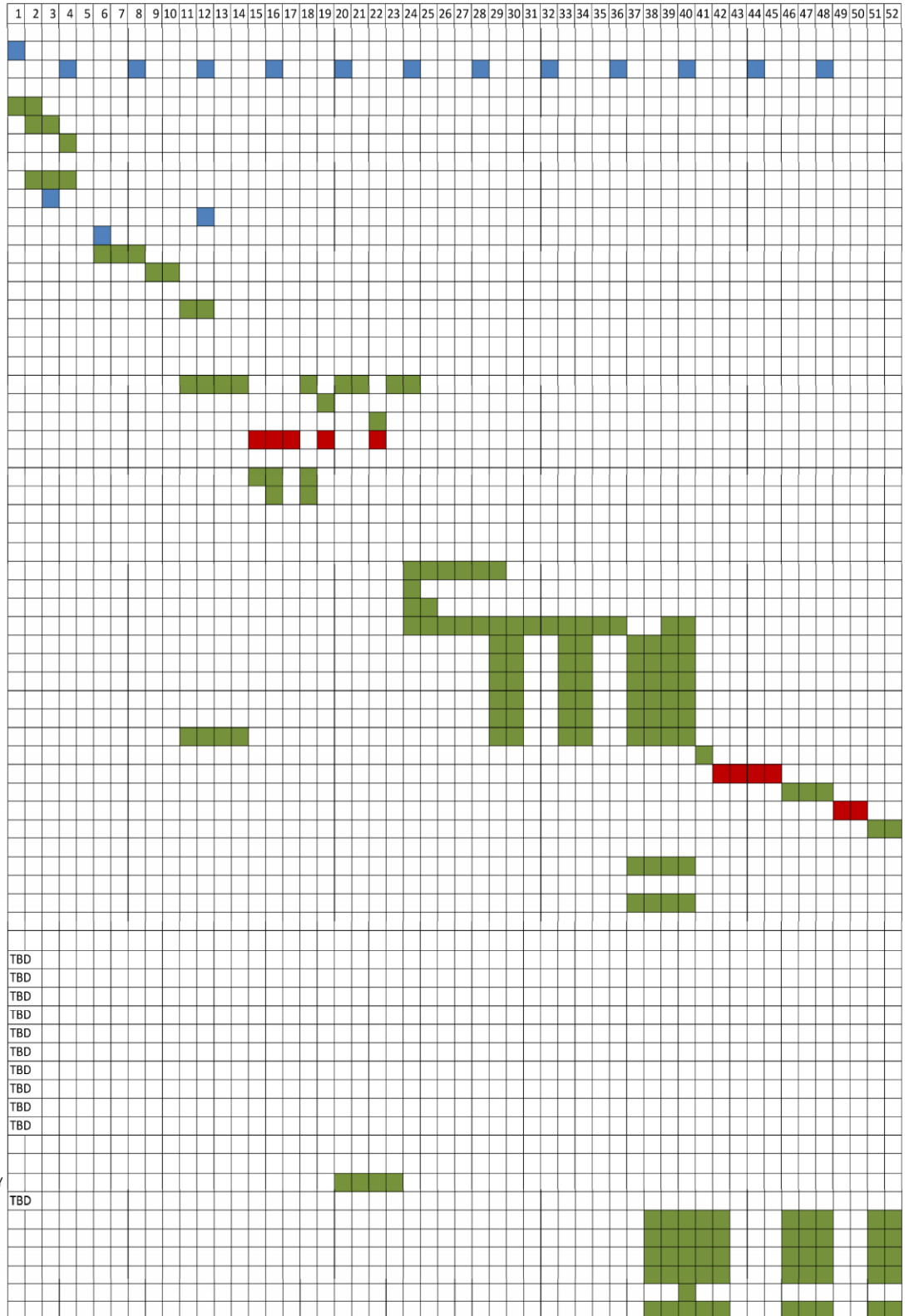


EXHIBIT "C"

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.

RANDALL HENDERSON TRAILHEAD (CPK00009)**TASK I – PUBLIC ENGAGEMENT****1. PROJECT INITIATION**

- 1.A-Kickoff meeting
- 1.B-Monthly Meetings, agendas, minutes

	\$1,540.00
	\$5,280.00
1. PROJECT INITIATION	\$6,820.00

2. REVIEW AND DATA COLLECTION

- 2.A-Site Visits
- 2.B-Base Map
- 2.C-Memo of existing conditions issues

	\$2,760.00
	\$1,400.00
	\$1,140.00
2. REVIEW AND DATA COLLECTION	\$5,300.00

3. PUBLIC ENGAGEMENT PLAN

- 3.A-Public Engagement Plan
- 3.B-Meeting w/ City and Parks and Rec. Committee 1
- 3.C-Meeting w/ City and Parks and Rec. Committee 2
- 3.D-Public Workshop Meeting and Online Survey
- 3.E-Public Data
- 3.F-Memorandum of consultant recommendations

	\$1,685.50
	\$880.00
	\$880.00
	\$2,625.50
	\$1,400.00
	\$880.00
3. PUBLIC ENGAGEMENT PLAN	\$8,351.00

4. PUBLIC ENGAGEMENT REPORT

- 3.A-Public Engagement Report

	\$1,140.00
4. PUBLIC ENGAGEMENT REPORT	\$1,140.00

TASK II – PRELIMINARY PLANNING & DESIGN**5. CONCEPTUAL DESIGN**

- 5.A-Conceptual Design
- 5.B-Park and Rec Committee Meeting
- 5.C-City Council Meeting

	\$14,820.00
	\$1,140.00
	\$1,140.00
5. CONCEPTUAL DESIGN	\$17,100.00

6. PRELIMINARY COST ESTIMATE AND TIMELINE

- 6.A-Opinion of Cost Estimate
- 6.B-Schedule

	\$3,790.00
	\$700.00
6. PRELIMINARY COST ESTIMATE	\$4,490.00

TASK III – CONSTRUCTION DOCUMENTS**7. Project Management & Coordination**

- 7.A-Geotechnical Investigation
- 7.B-Title Sheet
- 7.C-Demolition Plans
- 7.D-Site Construction Plans
- 7.E-Precise Grading and Drainage Plans
- 7.F-Composite Utility plans
- 7.G-Landscape Planting Plans
- 7.H-Irrigation Plans
- 7.I-Site Lighting and Electrical Plans
- 7.J-Restroom Building (Coordination with Romtec)
- 7.K-Updated Opinion of Cost Estimate

	\$12,931.00
	\$7,920.00
	\$1,060.00
	\$1,660.00
	\$20,280.00
	\$42,152.00
	\$17,810.00
	\$7,760.00
	\$6,880.00
	\$12,100.00
	\$3,000.00
	\$1,360.00
7. Construction Documents	\$134,913.00

8. Environmental Review

- 8.A-Draft and Final Notice of Exemption

	\$2,618.00
8. Environmental Review	\$2,618.00

Contract No. _____

9.A-Management Plan

TASK IV – BIDDING/ CONSTRUCTION SUPPORT

10.A-Pre-Bid Meeting

10.B- Bidding

11. Construction Support

11.A-Pre construction meeting

11.B-Respond to RFI's

11.C-Submittal Review

11.D-Field Observations (two visits budgeted)

11.E-Punch List Walk

11.F-Post Punch List Walk

11-Civil subconsultant Construction Support (upto 40 hours)

11-Electrical subconsultant Construction Support

11.G-As-Built Drawings

	\$3,520.00	
9. Management Plan		\$3,520.00
	\$700.00	
	\$2,440.00	
10. Bidding		\$3,140.00
	\$440.00	
	\$1,400.00	
	\$2,440.00	
	\$1,920.00	
	\$1,400.00	
	\$1,400.00	
	\$10,274.00	
	\$2,750.00	
	\$12,062.00	
11. Construction Support		\$34,086.00
Reimbursables		\$10,000.00

Total \$231,478.00

OPTIONAL ADDITIONAL SERVICES

OPTIONAL TASK 1-ADDITIONAL TOPOGRAPHIC FIELD SURVEY

\$10,021.00

OPTIONAL TASK 2-RECORD BASE MAP PREPARATION

\$8,844.00

OPTIONAL TASK 3-HYDROLOGY AND HYDRAULICS REPORT

\$10,428.00

OPTIONAL TASK 4-NPDES COMPLIANCE AND SWPPP

\$9,108.00

OPTIONAL TASK 5-WATER QUALITY MANAGEMENT PLAN

\$10,098.00

OPTIONAL TASK 6-PM-10 DUST MITIGATION PLAN

\$8,074.00

OPTIONAL TASK 7-GEOTECHNICAL REVIEW OF PLANS

\$2,475.00

OPTIONAL TASK 8-SCE ELECTRICAL SERVICE

\$6,050.00

Exhibit "C"

FREEDOM PARK (MPK00001)**TASK I – PUBLIC ENGAGEMENT****1. PROJECT INITIATION**

- 1.A-Kickoff meeting
- 1.B-Monthly Meetings, adendas, minutes

	\$1,540.00
	\$5,280.00
1. PROJECT INITIATION	\$6,820.00

2. REVIEW AND DATA COLLECTION

- 2.A-Site Visits
- 2.B-Base Map
- 2.C-Memo of existing conditions issues

	\$2,760.00
	\$1,400.00
	\$1,140.00
2. REVIEW AND DATA COLLECTION	\$5,300.00

3. PUBLIC ENGAGEMENT PLAN

- 3.A-Public Engagement Plan
- 3.B-Meeting w/ City and Parks and Rec. Committee 1
- 3.C-Meeting w/ City and Parks and Rec. Committee 2
- 3.D-Public Workshop Meeting and Online Survey
- 3.E-Public Data
- 3.F-Memorandum of consultant recommendations

	\$1,685.50
	\$880.00
	\$880.00
	\$2,625.50
	\$1,400.00
	\$880.00
3. PUBLIC ENGAGEMENT PLAN	\$8,351.00

4. PUBLIC ENGAGEMENT REPORT

- 3.A-Public Engagement Report

	\$1,140.00
4. PUBLIC ENGAGEMENT REPORT	\$1,140.00

TASK II – PRELIMINARY PLANNING & DESIGN**5. CONCEPTUAL DESIGN**

- 5.A-Conceptual Design
- 5.B-Park and Rec Committee Meeting
- 5.C-City Council Meeting

	\$9,220.00
	\$1,140.00
	\$1,140.00
5. CONCEPTUAL DESIGN	\$11,500.00

6. PRELIMINARY COST ESTIMATE AND TIMELINE

- 6.A-Opinion of Cost Estimate
- 6.B-Schedule

	\$3,790.00
	\$700.00
6. PRELIMINARY COST ESTIMATE	\$4,490.00

TASK III – CONSTRUCTION DOCUMENTS**7. Project Management & Coordination**

- 7.A-Geotechnical Investigation
- 7.B-Title Sheet
- 7.C-Demolition Plans
- 7.D-Site Construction Plans
- 7.E-Precise Grading and Drainage Plans
- 7.F-Composite Utility plans
- 7.G-Landscape Planting Plans
- 7.H-Irrigation Plans
- 7.I-Site Lighting and Electrical Plans
- 7.J-Restroom Building (Coordination with Romtec)
- 7.K-Updated Opinion of Cost Estimate

	\$12,211.00
	\$6,160.00
	\$1,060.00
	\$2,700.00
	\$11,440.00
	\$33,715.00
	N/A
	\$5,520.00
	\$4,080.00
	\$6,600.00
	N/A
	\$1,360.00
7. Construction Documents	\$84,846.00

8. Environmental Review

- 8.A-Draft and Final Notice of Exemption

8. Environmental Review	N/A

9.A-Management Plan

TASK IV – BIDDING/ CONSTRUCTION SUPPORT

10.A-Pre-Bid Meeting

10.B- Bidding

11. Construction Support

11.A-Pre construction meeting

11.B-Respond to RFI's

11.C-Submittal Review

11.D-Field Observations (two visits budgeted)

11.E-Punch List Walk

11.F-Post Punch List Walk

11-G-Civil subconsultant Construction Support (upto 40 hours)

11-H-Electrical subconsultant Construction Support

11.I-As-Built Drawings

9. Management Plan	N/A
	\$700.00
	\$2,440.00
10. Bidding	\$3,140.00
	\$440.00
	\$1,400.00
	\$2,440.00
	\$1,920.00
	\$1,400.00
	\$1,400.00
	\$10,274.00
	\$1,650.00
	\$12,062.00
11. Construction Support	\$32,986.00
Reimbursables	\$10,000.00

Total \$168,573.00

OPTIONAL ADDITIONAL SERVICES

OPTIONAL TASK 1-ADDITIONAL TOPOGRAPHIC FIELD SURVEY

\$10,593.00

OPTIONAL TASK 2-RECORD BASE MAP PREPARATION

\$8,844.00

OPTIONAL TASK 3-HYDROLOGY AND HYDRAULICS REPORT

\$8,778.00

OPTIONAL TASK 4-NPDES COMPLIANCE AND SWPPP

\$9,108.00

OPTIONAL TASK 5-WATER QUALITY MANAGEMENT PLAN

N/A

OPTIONAL TASK 6-PM-10 DUST MITIGATION PLAN

\$8,327.00

OPTIONAL TASK 7-GEOTECHNICAL REVIEW OF PLANS

\$2,475.00