

**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 **Interwest Consulting Group, Inc., a Corporation**, with its principal place of business at **24 South D Street, Suite 100, Perris, CA 92570** ("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:

Hovley Soccer Park Engineering and Design Project
Project No. CPK00004
(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: **Scott Harrison, 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 **Paul Meschino, President**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise

and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects

thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

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

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

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

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

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

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

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

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

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

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

(F) Fidelity Coverage. (Reserved)

(G) Cyber Liability Insurance. (Reserved)

3.2.11.2 Other Provisions or Requirements.

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

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

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

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it

deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water

Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Seventy-Five Thousand Six Hundred Dollars (\$175,600.00)** 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: Interwest Consulting Group, Inc.
24 South D Street, Suite 100

Perris, CA 92570
ATTN: **Paul Meschino, 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 INTERWEST CONSULTING GROUP, 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

**INTERWEST CONSULTING GROUP,
INC., A CORPORATION**

By: _____

Chris Escobedo
Interim City Manager

By: _____

Paul Meschino
President

Attest:

By: _____

Anthony J. Mejia
City Clerk

By: _____

David Kniff
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

HOVLEY SOCCER PARK CPK00004

The following is an example of how we would structure a project for a playground replacement addition of new water feature, shade, or other scope element as noted in the “Key Design Needs” matrix in the RFP to arrive at pricing for this proposal. Once selected, the City and the Interwest Team will refine and tailor the scope of work to the specific needs of the project and the site location.

Parks

The initial phase will involve the demolition of the existing amenities that will need to be replaced

(these could include play areas, fields, etc), ensuring the responsible disposal of all materials. Following a comprehensive site assessment, the suitability of any existing locations that will be rehabilitated for a new playground will be determined. Our team will leverage our expertise to explore alternative locations if necessary, prioritizing optimal integration within the park’s existing landscape.

Central to all new restrooms and playground projects is the implementation of a universally accessible play environment. The design will prioritize access for children of all abilities, integrating inclusive pathways, ramps, and play structures that adhere to current ADA

compliance standards. To ensure year-round usability, the playscape will incorporate a shade plan utilizing a combination of shade sails, strategically placed trees, and potentially other creative elements like pergolas.

Prior to beginning the Construction Documents phase, the Interwest Team will present the City with a comprehensive design package. This package will include two distinct design concepts, each crafted to prioritize inclusivity, while offering a unique play experience. Each concept will showcase a variety of play equipment specifically chosen to cater to a wide range of ages and developmental abilities. The design will prioritize fostering social interaction and imaginative play, transforming the space into a vibrant hub for childhood development and community connection. Through the selection process, the City will have the opportunity to provide valuable feedback and collaboratively choose the concept that best aligns with their vision for the park.

Specific to trailhead design, this framework serves as an initial proposal, and upon selection, will be refined and customized in collaboration with the City and the Interwest team to meet the specific demands and unique characteristics of the project site.

Trailheads

The initial phase of the project will focus on the evaluation and potential modification of existing

infrastructure at the proposed trailhead location. This may include the removal of outdated facilities and the responsible recycling or disposal of materials. A thorough site analysis

will be conducted to assess the current conditions and determine the feasibility of enhancing the existing trailhead or selecting a new site altogether. Our team will employ our extensive expertise to ensure the selected site optimally integrates with the surrounding environment and existing network of trails.

Key to the development of the trailhead is creating a welcoming and functional entry point to the trails. The design will incorporate essential amenities such as parking, directional signage, and seating areas. It will also feature sustainable practices such as native landscaping and stormwater management systems to minimize environmental impact.

Prior to advancing to the construction documents phase, the Interwest Team will present the City with a comprehensive design package. This package will feature two innovative design concepts that focus on accessibility, safety, and enhancing the user experience. Each concept will propose solutions for effective wayfinding, emergency access, and amenities tailored to the needs of a diverse range of trail users, from casual walkers to seasoned hikers. The designs will aim to encourage engagement with the natural environment, promoting both educational and recreational uses of the trailhead.

Standard Process

Through a collaborative review process, the City will have the opportunity to provide feedback and select the design that best aligns with their goals for enhancing community access to natural spaces and promoting outdoor activities.

The following is a description of the proposed improvements to be provided:

1. Survey of the entire park area to support both the project for the playground renovation and the future park master planning efforts.
2. Perform utility investigation to support both this project for the playground renovation and the future park master planning efforts.
3. Perform geotechnical engineering evaluations to support both this project for the playground renovation and the future park master planning efforts.
4. Create demolition plans for the existing playground facilities.
5. Produce conceptual design of two (2) playground alternatives, including evaluations for potential relocation, for City Staff evaluation and selection.
 - a. Achieve a high level of inclusivity, ensuring accessibility for children of all abilities.
 - b. Provide ample shade throughout the play area for year-round enjoyment.
 - c. Maintain easy accessibility from the existing parking lot, which will require an analysis of all existing walkways to ensure ADA-compliant access.
 - d. Playground design shall comply with the latest editions of ASTM 1487, ASTM1292, ASTM F1951 and the CPSC Public Playground Safety Handbook.
6. Design refinement for final City Staff approval.

7. Produce construction plans for the new playground facilities and associated improvements.
8. Prepare Opinion of Construction Estimate
9. Prepare bid documents.
10. Assist during bidding.
11. Provide construction contract administration

Specific tasks for the playground renovation's survey, schematic design, permitting, construction documents and bidding services are as listed in each task, as follows.

TASK 1 – PARK SITE SURVEYING SERVICES – To be furnished by the City

Boundary Survey

- City will perform a field survey of the subject property in order to prepare a map of boundary and topographic survey. The survey will be prepared in accordance with the Standards of Practice requirements for Surveying and Mapping in the State of California. All boundary corners will be found or set and discrepancies (if any) between field measured values and record values will be noted. A survey report will be provided that will include the legal description, flood zone information for the subject property, and other pertinent survey information. In addition, any encumbrances or easements that may affect the parcels will be graphically shown on the Map of Boundary Survey.

Topographic Survey

- Determine the location of all above-ground improvements within the parcel with horizontal locations and vertical elevations being obtained for such items as sidewalks, edge of pavement, concrete curb, buildings, parking lot striping, fences, driveways and visible above-ground utilities.
- Visible above ground utilities refer to the visible structures (e.g., manholes, valve boxes, inlets, risers etc.) typically associated with storm drainage, sanitary sewer, potable water, electric, gas, telephone and cable television.

Tree Survey

- Existing trees within the site with a diameter at breast height equal to or greater than two inches will be located and tagged with an identification number. The size and common name of each tree will be identified via a unique symbol as shown on the map of boundary and topographic survey. An inventory matrix sheet will be created which will include the tag number, identification, (scientific and common name), canopy, spread, height and condition of tree.

TASK 2 – GEOTECHNICAL ENGINEERING SERVICES

- Conduct four (4) Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 15-feet at a location provided by the design team.
- Conduct two (2) usual type open-hole exfiltration tests to a depth of 15-feet each to measure the hydraulic conductivity of the existing soils at specific test locations for site drainage evaluation by others, and
- Conduct two (2) Double Ring Infiltrometer tests (six-hour test duration or stabilization) to analyze the drainage capabilities of the existing soils to facilitate retention areas.

TASK 3 - TYPE D UTILITY INVESTIGATION SCOPE

- Conduct utility records research to identify existing utility owners/operators within the project limits.
- Obtain available utility records, plans, maps, and as-built drawings from City Staff, utility owners/ operators, and other sources like one-call centers, county records, visual site inspections, etc.
- Compile all obtained utility records into a comprehensive set of utility drawings/data for the project area.
- Depict all utilities at Quality Level D (QL-D) based solely on the existing utility records, with unknown horizontal and vertical accuracy.
- No field locating or physical verification of utilities will be performed as part of QL-D.
- Identify discrepancies, missing information, or utilities not depicted in the records.
- Provide recommendations for additional investigation using higher quality levels (QL-A, B or C) to resolve discrepancies or locate critical

TASK 4 – SCHEMATIC DESIGN ALTERNATIVES

- The design team will work closely with City Staff (specifically those responsible for steering and guiding the design and development decisions) to develop two (2) schematic plan alternatives that identify the size, location and metrics of the components to be included in the design solutions. The design team will develop the designs under Staff direction.
- The design team will conduct a preliminary design review of the draft schematic design package with City Staff to solicit feedback and direction.
- The City's Project Manager will provide a consolidated list of client comments to be incorporated into one final schematic design document. The design team will review and incorporate input received from the City as a basis for developing the Final Schematic Design Documents.

Final Schematic Design and Review Milestone

- The design team and any applicable subconsultants will further refine and develop the final selected schematic design document in preparation for submission to the City for final approval of the schematic design. The final schematic design will be represented with design documents that may include preliminary diagrams, plans, and 3D imaging to illustrate overall vision, character, and materials to further communicate the vision for the project.

TASK 5 – CONSTRUCTION DRAWINGS AND SPECIFICATIONS

The design team shall provide drawings at the 30%, 60%, 90% and 100% design milestones for the City to review and comment at each critical milestone.

- The drawings will be prepared with industry accepted guidelines for the production of construction drawings on 24"x36" sheets at appropriate scales. This submission will include the following technical drawings:
- G-Sheets (General)

- Cover, Index, Standard Abbreviations, Project Map, Revision Log and General Notes
- V-Sheets (Existing Conditions)
 - Topographical Survey – Furnished by City
- D-Sheets (Demolition Work)
 - Site Demolition Notes and Plans
 - Tree and Palm Preservation Notes, Schedules, and Plans
 - Tree and Palm Disposition Notes and Plans
- SP-Sheets (Site Work)
 - Site Plans (Notes, Schedules, Design, Materials, Dimensions)
- SD-Sheets (Site Details)
 - Overall Site Sections
 - Detailed Site Sections
 - Paving and Edging Details
 - Furnishing Details
 - Enlargement Plans
 - Specific Design Component Detailing
- C-Sheets (Civil Engineering)
 - Drainage Notes
 - Drainage Plans
 - Grading Plans
 - Pavement Marking and Signage Plans (for parking lot improvements only)
 - Water and Sewer/Wastewater Plans (where improvements are being provided for drinking fountains, restrooms, etc)
- E-Sheets (Electrical Engineering)
 - Lighting Plans
 - Electrical Riser and Connection Detailing and Sch
- L-Sheets (Landscape Planting)
 - Landscape General Notes
 - Tree and Palm Receptor Notes, Plans and Schedules
 - Proposed Planting Plans
 - Typical Planting Details
- IR-Sheets (Irrigation Design)
 - Irrigation Notes
 - Irrigation Plans
 - Irrigation Typical Details
- Cost Estimate: The design team will prepare a cost estimate identifying elements, quantities breakdown and opinion of market costs for each, reflecting unit costs for components at the time that it is drafted. The cost estimate will include a 20% contingency add-on.
- Quality Assurance/Quality Control peer-review and constructability review at each level of development.

TASK 6 – PERMITTING

The design team shall prepare permit applications for the improvements proposed in this work order for submittal to the permitting agencies at the same time as the 90% design submittal. Permit fees will be paid by the City. The design team will submit permits to and

respond to requests for information (RFIs) from the permitting agencies associated with the necessary permits.

TASK 7 – BIDDING SERVICES

- The design team shall revise the 100% design documents and coordinate with the CITY Purchasing Division to prepare the Bid Set bidding documents.
- The City shall be responsible for setting the bid opening date, advertisement of the bid, producing and distributing bid documents, and scheduling the pre-bid meeting.
- The design team will deliver electronic copies of the Contract Documents for the City to post on the City's web site. The design team will attend the pre-bid meeting with the City.
- The design team shall prepare responses to written questions from registered holders of bidding documents during the bid phase to be issued by the City via addenda and will furnish to the City's purchasing department and project manager for posting on the City's web site.
- After bids are received, the City will prepare bid tabulation and the design team will assist the City in determining the lowest, responsive, responsible bidder and make a recommendation to

TASK 8 – CONSTRUCTION ADMINISTRATION

- Attend the Pre-Construction Meeting
- The design team will attend and participate in one (1) pre-construction meeting with City Staff and contractor/sub-contractors, and shall assist the City with the agenda preparation, meeting minutes preparation and distribution.
- Construction Site Observations
- Provide up to 40 hours of construction observations or as needed to issue a final Certification for the project.
- Review of Drawings, As-Built, and Construction-Related Documents
- The design team will maintain RFI and shop drawing log(s).
- The design team will issue interpretations and clarifications (RFIs) of the Contract Documents and evaluate requested deviations from the approved design or specifications.
- The design team will review and process shop drawings, samples and other data which the Contractor is required to submit.
- Substantial Completion and Final Walk- Through: The design team will participate in one (1) Substantial Completion and one (1) Final Inspection site walk through with the Contractor and Staff.
- The design team will contribute to the City's punch list of the findings and comments issued at the Substantial Completion and Final Inspection walk-through(s).
- The design team will conduct final reviews of as-builts and record drawings as prepared and submitted by the contractor/sub-contractor. This is limited to two (2) reviews for each type of as-built. Additional as-built reviews beyond the number identified may require an additional fees agreement.

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:

<u>Task 1:</u> Park Site Surveying Services	To be furnished by the City
<u>Task 2:</u> Geotechnical Engineering Services	25 working days
<u>Task 3:</u> Type D Utility Investigation Scope	15 working days
<u>Task 4:</u> Concept & Schematic Design Alt	65 working days + Public Engagement + CEQA
<u>Task 5:</u> Construction Drawings & Specs	120 working days
<u>Task 6:</u> Permitting	30 working days
<u>Task 7:</u> Bidding Services	30 working days
<u>Task 8:</u> Construction Administration	360 working days

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.

Contract No. _____

<u>Task 1:</u> Park Site Surveying Services	\$ -
<u>Task 2:</u> Geotechnical Engineering Services	\$ 12,500.00
<u>Task 3:</u> Type D Utility Investigation Scope	\$ 6,500.00
<u>Task 4:</u> Concept & Schematic Design Alternatives	\$ 31,000.00
<u>Task 5:</u> Construction Drawings & Specifications	\$ 65,500.00
<u>Task 6:</u> Permitting	\$ 7,500.00
<u>Task 7:</u> Bidding Services	\$ 2,100.00
<u>Task 8:</u> Construction Administration	\$ 50,500.00
<u>Total:</u>	\$175,600.00

Exhibit "C"

Hourly Rate Schedule

Effective January 1, 2025

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Classification

Hourly Billing Rate

Engineering

Principal in Charge	\$265
Principal Engineer	\$240
City Surveyor	\$230
City Engineer	\$235
Project Manager	\$220
Senior Traffic Engineer	\$210
Traffic Engineer III	\$200
Traffic Engineer II	\$190
Traffic Engineer I	\$180
Traffic Engineering Associate II	\$165
Traffic Engineering Associate I	\$155
Transportation Engineer	\$220
Supervising Engineer	\$215
Senior Engineer	\$210
Licensed Land Surveyor	\$200
Engineering Associate III	\$165
Engineering Associate II	\$155
Engineering Associate I	\$145
Survey Technician	\$135
Senior Engineering Technician	\$135
Engineering Technician III	\$135
Engineering Technician II	\$120
Engineering Technician I	\$110
Student Trainee	\$ 55
Grading Plans Examiner	\$170

Building Safety Services

Certified Building Official	\$170
Deputy Building Official	160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	\$165
Supervising Structural Engineer	\$210
Senior Structural Engineer	\$195
Senior Plans Examiner	\$150

CASp	\$145
Inspector III	\$120
Inspector II	\$110
Inspector I	\$100
Permit Technician	\$85
Fire Protection Engineer	\$170
Senior Fire Plans Examiner	\$140
Fire Plans Examiner / Fire Inspector	\$130
ICC Building Plans Examiner	\$130
Senior Code Enforcement Officer.....	\$145
Code Enforcement Officer	\$135
Trainee	\$75

Construction Management

Construction Manager	\$190
Assistant Construction Manager	\$170
Supervising Public Works Observer	\$185
Senior Public Works Observer	\$180
Public Works Observer III	\$165
Public Works Observer II	\$150
Public Works Observer I	\$135

Real Estate

Supervising Corporate Broker	\$270
Senior Project Manager	\$210
Project Manager	\$190
Senior Acquisition / Relocation Agent	\$145
Acquisition / Relocation Agent	\$130
ROW Technician	\$120
ROW Coordinator	\$105
Administrative Support	\$80

Landscape Design Review Services

Project Manager	\$189
Senior Landscape Design Reviewer	\$175
Landscape Design Reviewer	\$160
Landscape Maintenance Inspector	\$135
Landscape Field Supervisor	\$135

Planning Services

Community Development Director	\$230
Planning Manager	\$210
Project Manager	\$210
Principal Planner	\$190
Senior Planner	\$175
Associate Planner	\$140
Assistant Planner	\$115

Planning Technician \$95

Environmental Services

CEQA/NEPA Project Manager \$225
 CEQA/NEPA Principal Planner \$215
 CEQA/NEPA Senior Planner \$195
 CEQA/NEPA Associate Planner \$160
 CEQA/NEPA Assistant Planner \$130
 CEQA/NEPA Planning Tech \$110

Administrative

Grant Manager \$170
 Grant Writer \$160
 Management Analyst II \$130
 Management Analyst I \$120
 Senior Administrative \$120
 Administrative III \$100
 Administrative II \$95
 Administrative I \$80

Miscellaneous

Work Outside Standard Hours – Services provided in excess of 8 hours per day, outside regular business hours, nights, weekends and holidays will be invoiced at 150% of the above standard rates.

Prevailing Wages – Where work is required under the CA Labor Code for prevailing wages per jurisdiction, there will be a supplemental charge per hour to the above rates per applicable job classification, established at the time of commencement of work and adjusted from time to time in accordance with future wage determinations pursuant to the labor rates as determined by the CA Department of Industrial Relations.

Mileage & Tolls – For inspection staff reporting to the job site from out of town, mileage will be reimbursed to and from the employee's reporting location, including their home location if not reporting to a company office, at the effective standard federal rate established at time of service. Tolls will be billed with no markup.