

DRAFT

EARLY CONSTRUCTION PACKAGE AMENDMENT NO.1

Project: NEW LIBRARY FACILITY	Date of Contract: November 13, 2025
Contract #: _____	ECP Effective Date: _____

This Early Construction Package Amendment No. 1 (“ECP Amendment No. 1”) is made and entered into this ___ day of _____, 20__ (“ECP No. 1 Effective Date”), in accordance with and subject to the terms and conditions set forth in the Progressive Design-Build Contract (“Contract”) entered into by and between the City of Palm Desert (“City”) and **Tilden-Coil Constructors, Inc.** (“Design-Builder”) for the Project. Capitalized terms not defined in this ECP Amendment No. 1 shall have meanings given to them in the Contract.

RECITALS

WHEREAS, City and Design-Builder entered into the Contract with an Effective Date of November 13, 2025 for the New Library Facility (“Project”);

WHEREAS, the Contract permits City and Design-Builder to amend the Contract upon the mutual agreement of the Parties;

WHEREAS, City and Design-Builder now desire to amend the Contract to finalize and memorialize the Work, pricing, and schedule for this Early Construction Package (“ECP No. 1”) along with other terms and conditions for this ECP No. 1 as more particularly described herein; and

WHEREAS, amending the Contract pursuant to this ECP Amendment No. 1 will allow the Project work described herein to commence in accordance with the terms and conditions the Parties have agreed to as set forth below.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. CONTRACT DOCUMENTS FOR EARLY CONSTRUCTION PACKAGE.

This ECP Amendment No. 1 shall be a Contract Document and is subject to all terms and conditions of the Contract Documents. This ECP Amendment No. 1 includes the following

ECP Amendment

documents attached hereto and incorporated by this reference:

- Exhibit “A” – ECP No. 1 Special Conditions
- Exhibit “B” – ECP No. 1 Scope of Work
- Exhibit “C” – Breakdown of ECP No. 1 Fee
- Exhibit “D” – ECP No. 1 Schedule
- Exhibit “E” – Special Events Schedule
- Exhibit “F” – Site Boundary and Parking Area Definition
- Exhibit “G” – Hazardous Materials Survey
- Exhibit “H” – Demolition Plans

2. EARLY CONSTRUCTION PACKAGE WORK.

Design-Builder promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete ECP No. 1, and all portions thereof, as set forth in the Contract Documents and this ECP Amendment No. 1, including, but not limited to, Exhibit “B”, for a fee of **One Million Three Hundred Twenty-Six Thousand Seven Hundred Thirty-Two Dollars (\$1,326,732) (“ECP No. 1 Fee”)**. The schedule of values of the ECP No. 1 Fee are further described in Exhibit “C” of this ECP Amendment No. 1. Unless otherwise stated in the Contract Documents or any amendments thereto, including, but not limited, to Change Orders, the ECP No. Fee shall cover all costs and expenses required to complete ECP No. 1.

The compensation to be paid shall be limited to the ECP No. 1 Fee established pursuant to this ECP Amendment No. 1, as the same may be adjusted under applicable provisions of the Contract Documents and this ECP Amendment No. 1. To the extent Design-Builder’s cost to complete ECP No. 1 exceeds the ECP No.1 Fee, as modified, Design-Builder shall bear such costs in excess of the ECP No. 1 Fee without reimbursement or additional compensation from City.

3. EARLY CONSTRUCTION PACKAGE SCHEDULE.

Design-builder has provided a preliminary schedule for ECP No. 1, which is attached hereto as Exhibit “D”. A Critical Path Method (CPM) Schedule for ECP No. 1 is required prior to issuance of Notice to Proceed for ECP No. 1. A 3-week look-ahead schedule will be provided weekly and an updated CPM Schedule for ECP No. 1 will be provided monthly to the City in accordance with the Contract Documents

4. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES.

Design-Builder guarantees that it shall perform and complete all work necessary for completion of ECP No. 1 by the Milestone Date referenced in the Notice to Proceed.

The Parties also agree that time is of the essence for all work Design-Builder must perform to complete ECP No. 1 by the Milestone Date. It is hereby understood and agreed that City will suffer damages if the Work is not completed by the Milestone Date. It is further agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that City will sustain in the event of and by reason of Design-Builder's delay in completing ECP No. 1 beyond the Milestone Date. Accordingly, Design-Builder agrees that liquidated damages will apply in the amount of **One Thousand Four Hundred and 00/100 Dollars (\$1,400.00) for each and every calendar day beyond the Milestone Date** that Final Completion of ECP No. 1 has not been achieved. It is hereby understood and agreed that this amount is not a penalty. In the event any portion of the liquidated damages that may become due is not paid to City, City may deduct that amount from any money due or that may become due the Design-Builder under the Contract.

5. REQUIRED DOCUMENTATION FOR NOTICE TO PROCEED.

After the ECP No. 1 Effective Date, City may issue a Notice to Proceed with ECP No. 1. Design-Builder shall provide all of the following prior to the issuance of such Notice to Proceed:

- If not already provided, fully executed Payment and Performance Bonds in the form required by the Contract.
- Evidence of Insurance for Construction Work as required by the Contract.
- Copies of all other certifications applicable to ECP No. 1 as required by the Contract.
- Critical Path Method (CPM) Schedule for ECP No. 1, as accepted by City

6. EFFECTIVENESS/COUNTERPARTS.

This ECP Amendment NO. 1 shall only be effective upon the execution by both City and Design-Builder. This ECP Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. SCOPE OF ECP AMENDMENT.

This ECP Amendment No. 1 shall affect only the items specifically set forth herein, and all other terms and conditions of the Contract, as written shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

ECP Amendment

**SIGNATURE PAGE TO ECP AMENDMENT NO. 1
BY AND BETWEEN CITY OF PALM DESERT
AND TILDEN-COIL CONSTRUCTORS, INC.**

IN WITNESS WHEREOF, the Parties hereby execute this ECP Amendment No. 1 as of the ECP No. 1 Effective Date.

CITY OF PALM DESERT

**TILDEN-COIL CONSTRUCTORS, INC.,
AN S CORPORATION**

By: _____
Chris Escobedo
City Manager

By: _____
Dayne Brassard
President and CEO

Attest:

By: _____
Greg Lackey
CFO, Secretary and Treasurer

By: _____
Anthony J. Mejia
City Clerk

208556 B – General
Contractor’s License Number and
Classification

Approved as to Form:

1000000518
DIR Registration Number

By: _____
Isra Shah
City Attorney

Clerk QC: _____

Contract QC: _____
Insurance: _____

Initial Review

Final Approval

Bonds: _____

EXHIBIT "A"

EARLY CONSTRUCTION PACKAGE NO. 1 SPECIAL CONDITIONS

Special Conditions will be incorporated prior to execution.

EXHIBIT "B"

EARLY CONSTRUCTION PACKAGE NO. 1 SCOPE OF WORK

1. Permitting and Support

Identify and obtain all necessary permits and approvals required for project execution and supporting the preparation and submission of permit applications.

This includes:

- A. Regulatory pathway analysis and timeline development.
- B. Coordination with permitting agencies to clarify requirements and expectations.
- C. Preparation of supporting documentation and responses to agency comments.

2. Site Preparation Activities

A. Includes demolition, abatement, and site preparation work necessary to prepare the site for full construction. These activities may involve removal of existing structures, hazardous materials management, utility coordination, and grading.

3. Abatement

Based on the City's environmental survey, hazardous materials such as asbestos, lead, or contaminated soils may be present. If identified, the Contractor shall:

- A. Conduct environmental testing and reporting
- B. Develop abatement plans in compliance with all applicable regulations
- C. Coordinate with certified remediation subcontractors

4. Demolition

Removal of existing buildings, associated infrastructure, and surface features per the Exhibit "G" - Demolition Package. Scope includes:

- A. Structural assessments and sequencing plans
- B. Salvage and recycling of reusable materials
- C. Implementation of dust, noise, and vibration mitigation measures

5. Site Clearing & Grading

Removal of vegetation, debris, and surface obstructions, followed by grading to

establish proper drainage and elevation profiles in alignment with the proposed building design.

6. Utility Coordination

Identification, protection, relocation, or disconnection of existing utilities in coordination with service providers. Tasks include:

- A. Utility mapping and verification
- B. Scheduling of service interruptions or relocations
- C. Installation of temporary utilities as needed for construction

7. Site Access & Logistics Planning

Establishment of construction access routes, staging areas, and perimeter fencing to secure the site and support efficient construction operations.

- A. The Design-Builder shall provide a three-week lookahead schedule weekly for the City's review.

8. Site Coordination

Manage and coordinate construction activities around ongoing site uses, including:

- a. Parking operations with City partners to remain open throughout construction, as further described in Exhibit "F"
- b. Park maintenance and public access, as further described in Exhibit "F"
- c. Concerts and special events, as further described in Exhibit "E"

9. Safety, Quality Assurance & Control

Implement procedures to ensure construction meets design intent and standards, along with providing regular safety reports.

10. Construction Execution

Conducting all construction activities in accordance with the approved plans, schedule, and budget along with providing regular updates to the City.

11. Project Delivery & Closeout

Managing all aspects of construction to ensure timely, on-budget, and high-quality completion of the project. Final inspections, commissioning, and turnover to the City.

EXHIBIT “C”

EARLY CONSTRUCTION PACKAGE NO. 1 FEE

The ECP No. 1 Fee is calculated as follows, and shall include the following schedule of values:

Task	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Abatement	1	LS	\$ 55,000	\$ 55,000
2	Demolition	1	LS	\$ 699,800	\$ 699,800
3	Site Preparation	1	LS	\$ 314,750	\$ 314,750
4	General Requirements (Set up and Mobilization)	1	LS	\$ 35,800	\$ 35,800
5	General Conditions	2	mo	\$ 50,000	\$ 100,000
	Sub Total				\$ 1,205,350
6	Design-Builder Contingency		3.0%		\$ 36,161
7	DB Fee		4.50%		\$ 55,868
8	GL Insurance		1%		\$ 12,974
9	Bond (estimate)		1.25%		\$ 16,379
	Total				\$ 1,326,732

Clarifications

1. Cost above includes setup and mobilization of fencing, gates, windscreen, sandbags, stabilized entrance, toilets and rumble plates; representing an up front expense that will support all phases of the work.
2. Cost above excludes trailer mobilization will be included in second phase of work (after demo).
3. Assumed construction duration of 8 weeks.
4. The cost to maintain the site after demo is not included. If the City requires maintenance of the site until phase 2, the cost is \$9,714 per month, which includes fencing, toilet rental, rumble plates, water truck and watering site two times per week. Excludes street sweeping services.
5. Price does not include relocation of existing underground utilities.
6. Price does not include fees, permits, and agency costs for disconnecting existing utilities to building.
7. Design-Builder contingency shall be 3%.

EXHIBIT “D”

EARLY CONSTRUCTION PACKAGE NO. 1 SCHEDULE

MUNICIPAL LIB...	MUNICIPAL LIBRARY & COMMUNITY CENTER CONSTRUCTION	531d	15-Jan-26	17-Feb-28
MOBILIZATIO...	MOBILIZATION & TEMP FACILITIES	8d	15-Jan-26	26-Jan-26
A1000	Install Temp Fence / Portable Restrooms	3d	15-Jan-26	19-Jan-26
A1010	Install Construction Entrances	3d	20-Jan-26	22-Jan-26
A1020	Install SWPPP BMP's	5d	20-Jan-26	26-Jan-26
BUILDING & S...	BUILDING & SITE DEMO EARLY PACKAGE PRIOR TO PHASE 2 NTP	47d	27-Jan-26	01-Apr-26
SAFE OFF / ...	SAFE OFF / CUT & CAP	3d	27-Jan-26	29-Jan-26
ABATEMENT	ABATEMENT	14d	05-Feb-26	24-Feb-26
BUILDING D...	BUILDING DEMO & SITE DEMO	40d	05-Feb-26	01-Apr-26

EXHIBIT “E”

SPECIAL EVENTS SCHEDULE

City Produced events:

- May and October Concerts in the Park (Thursday evenings)
- 4th of July
- Veterans Day event in the park
- Shredding & E-Waste events – 2-day events in May, September & November
 - These take place closer to the skatepark side of the parking lot

City Sponsored events:

- Palm Desert Half Marathon and 5K – February 15, 2026
- Wildflower Fest – March 7, 2026
- “For the Health of It” Health Fair – February 2026

Civic Center Park rentals that are reserved through the Desert Recreation District, including but not limited to:

- Desert Recreation Districts “Eggstravaganza” – Easter event
- Holocaust Memorial (January)
- Riverside County’s Violent Crime Victim Vigil (April)
- Filipino Vendor Market (Early May)
- Suicide Prevention Walk – October (exact date TBD)
- Alzheimer’s Walk (Early November exact date TBD)
- NAMI walk (early November exact date TBD)
- Water Lantern Festival (mid-late November exact date TBD)
- American Heart Association Heart Walk (early December exact date TBD)

- Winterfest (early to mid-December exact date TBD)