

**CITY OF COACHELLA
DESIGN-BUILD CONTRACT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of June, 2026 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 (“City”) and Bergman Build, LLC. a Limited Liability Company, with its principal place of business at 2850 Saturn Street, Suite 100, Brea, CA 92821 (“Design-Build Entity”). The City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 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 represents that it is experienced in providing Design-Build services to public clients, is licensed in the State of California, and is familiar with the plans of the City. The Design-Build Entity as hereinafter provided, shall furnish all plant, labor, technical and professional design services, supervision, materials and equipment as may be specified to be furnished by the City, and perform all operations necessary to complete the Work in strict conformance with the Contract Documents (defined below) for the public work of improvement.

The Design-Build Entity is made up of Jennifer Levesque, Twin Steps Architecture (License No. C-34952), which shall function as the designer and Architect of Records for the Project and provide all architectural/engineering design services, and Bergman Build, LLC. (License No. 982577), which shall function as the Design Builders or the Project and provide all construction services for the Project together with its chosen subcontractors. For purposes of this Contract, Peter Livermore, Vice President, Bergman Build, LLC. shall execute the Contract on behalf of the Design-Build Entity. Notwithstanding the foregoing, City of Coachella may accept bonds naming the Design-Build Entity as principal and professional liability insurance naming the member of the Design-Build Entity designated for design/architectural services as named insured.

Design-Build Entity shall perform services required under the Contact Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California.

2.2 Project.

The City desires to engage Consultant to render such services for the Bagdouma Wellness Hub Project F-37 (“Project”) as set forth in this Agreement.

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 professional Design-Build 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.

The Design-Build Entity shall provide and perform the Work as set forth herein. The Design-Build Entity Services shall be performed and completed in a series of sequential Phases generally described as: Design /Pre-Construction, Construction, and Post Construction. The scope of the Design-Build Entity’s Services and obligations during each phase of the Design-Build Entity Services shall be as set forth herein. All of the Design-Build Entity Services during the Construction Phase shall be performed or provided by or under the control of an individual employed by the Design-Build Entity and who is properly qualified and licensed under applicable California law, and acceptable to the City.

3.1.2 Term. The term of this Agreement shall be from June 10, 2026 to June 30, 2028, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in the City’s Notice to Proceed with construction. The Design-Build Entity shall complete all Work required by the Contract Documents within **730 Calendar Days** from the commencement date stated in the Notice to Proceed to a Project Completion.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant’s exclusive direction and control. 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 expeditiously, within the term of this Agreement, and 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 in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, the City shall respond to Consultant’s submittals in a timely manner. Upon request of the 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 the City.

3.2.4 Substitution of Key Personnel. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Peter Livermore, Vice President, Bergman Build, LLC.**

3.2.5 City's Representative. The City hereby designates **Andrew Simmons, P.E., Public Works Director/City Engineer**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Peter Livermore, Vice President, Bergman Build, LLC.** or his or 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 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 the City staff in the performance of Services and shall be available to the 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. Finally, 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, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions 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 for 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.

3.2.8.1 Period of Performance and Liquidated Damages. 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 Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed

and liquidated damages the sum of **One Thousand Five Hundred Dollars (\$1,500.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 Laws and Regulations. 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, including all Cal/OSHA requirements, 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. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, 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 Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and

volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant 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 **Five Million Seven Hundred Thirteen Thousand One Hundred Sixty-Nine Dollars (\$5,713,169.00)** without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the 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 City’s Representative.

3.3.5 Labor Code Requirements.

3.3.5.1 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 1600, 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, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The 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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, 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 Department of Industrial Relations. 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.

3.4 Accounting Records.

3.4.1 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 the 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The 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 the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the 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 the Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 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:

Bergman Build, LLC.
2850 Saturn Street, Suite 100
Brea, CA 92821
Attn: Peter Livermore

City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Andrew Simmons, Engineering Department

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the 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”). 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 design professionals other than Consultant or provided to Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and 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 the 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 the 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 the City.

3.5.4 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.

3.5.5 Attorneys’ Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys’ fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Consultant shall defend, at Consultant’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of

them in connection therewith or in enforcing the indemnity herein provided. 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 the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

3.5.7 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. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 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 work days. 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, and volunteers 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.

3.5.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 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.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 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.

3.5.18 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.5.19 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, handicap, ancestry, sex or age. 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.

3.5.20 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 Workers' 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.

3.5.21 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.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work 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.

CITY OF COACHELLA

BERGMAN BUILD, LLC.

By: _____

By: _____

Its: _____

Peter Livermore

Printed Name:

982577

Contractor's License Number and Classification

ATTEST:

1000047051

DIR Registration Number

By: _____

Angela Zepeda
City Clerk

APPROVED AS TO FORM:

By: _____

Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Objectives



The project is at the city property located at 51-251 Douma Street, Coachella, CA 92236.

Bergman Design build team is ready to perform the objectives of the project, including the following: Renovate, upgrade and expand the existing 4,000 SF Coachella Community Center at Bagdouma Park between Douma Street and Bagdad Avenue.

Services will align with the programmed two phases and task orders will be awarded as the project progresses.

Both phases include these services, but are not limited to, prelim design, final design, and permitting for final design of providing capital improvements to the Coachella Community Center into a Wellness Hub, with ADA improvements.

This will be a dynamic iterative design process working closely with City Staff and the Desert Recreation District (DRD) to determine design options. This process will also include at a minimum, three (3) public outreach meetings providing design charettes and surveys to receive public input.

Our budget will hold the following cost items in the Contingency category:

1. Surveying
2. Geotechnical
3. Hazardous materials testing

The first phase of the project at a minimum, will include a kitchen remodel, replacement flooring and ceiling, interior and exterior paint, LED lighting and installation of a reception welcome desk.

The D/B team will also evaluate the roof and provide a recommendation for roof improvements. Roof replacement will be pending the budget final evaluation, but will remain a top 3 priority item

The D/B team will also evaluate the mechanical and electrical components in the building and make Modifications which will align with the master Budget.

Improvements will include 2 EV charging stations with 13 charging capable parking stalls and additional exterior improvements will include sidewalk and ADA ramp improvements. The first phase will include design and installation of a fire suppression lateral and closet with the second phase to complete the fire sprinkler system.

The second phase of the project at a minimum, will include the completion of the fire suppression system, approximately 1,500 square feet addition to the existing building and exterior improvements for an activated outdoor recreation area with a shade structure.

All improvements and additions will meet the 2025 California Green Building Standards Code (CALGreen).

Based on meetings and priorities, and budget allowing, the D/B team will evaluate other improvements and enhancements, and offer advisement comments to the city for response.

The D/B Team will provide the City with up to three options for the proposed renovations within the City's budget. Each concept shall include color renderings of the proposed renovation.

Following approval of the concept by the City, the D/B Team shall be responsible for providing all design and construction services required for the project inclusive of, but not limited to, the following: architectural, electrical, structural, mechanical, plumbing, and any other required specialty.

We have clarified the budget will not allow for the following items to be performed:

1. Emergency communications and security systems

Objectives



2. Accessibility challenges in the existing building layout, including multiple upgrades and layout reconfigurations required in community center
3. Mechanical system replacement
4. Electrical system replacement
5. Electrical service upgrade
6. Electrical subpanel addition
7. Electrical switchgear replacement
8. Roofing of single ply system replacement
9. Tile roof replacement
10. Restroom updates or upgrades
11. Changes in the classroom and existing storage room

The Budget document prepared as the attached project control budget includes the following:

- Topographic Survey
- Geotechnical Survey
- Utility Conflicts/Research
- Conceptual/Preliminary Design
- Architectural Renderings
- Final Engineering Plans
- Detailed Construction Cost and preliminary control budget at the start of the design phase.
- Master budget update prior to the kickoff of phase B
- A comprehensive hazardous materials survey
- Electrical and mechanical system upgrade report or evaluation
- Roof report or evaluation for upgrade or replacement
- Report or comment for advisement on the Augment broadband capacity
- Repairs to exterior grounds
- Record drawings
- Fulfill all obligations of D/B Team under the Contract Documents;
- Fulfill all obligations of Architect of Record for the Project;
- Comply with the requirements of all Federal, State, County, and other authorities having jurisdiction regulations for required reviews, approvals, permits, construction, inspection, and record keeping;
- Create a Project that is energy efficient and uses sustainable design elements and construction practices and minimizes life-cycle costs;
- Thoroughly start-up and test and commission new systems to ensure efficient and reliable operation;
- Systematically furnish all required warranties, operation and maintenance manuals, and record documents and successfully transition and train facility staff, closing out the Project with no defects.

EXHIBIT “B”
SCHEDULE OF SERVICES

Work Plan + Schedule



As noted in the attached Budget detailed statement: Design Build Project Control Budget.

As Shown in the attached detailed bar Chart Schedule

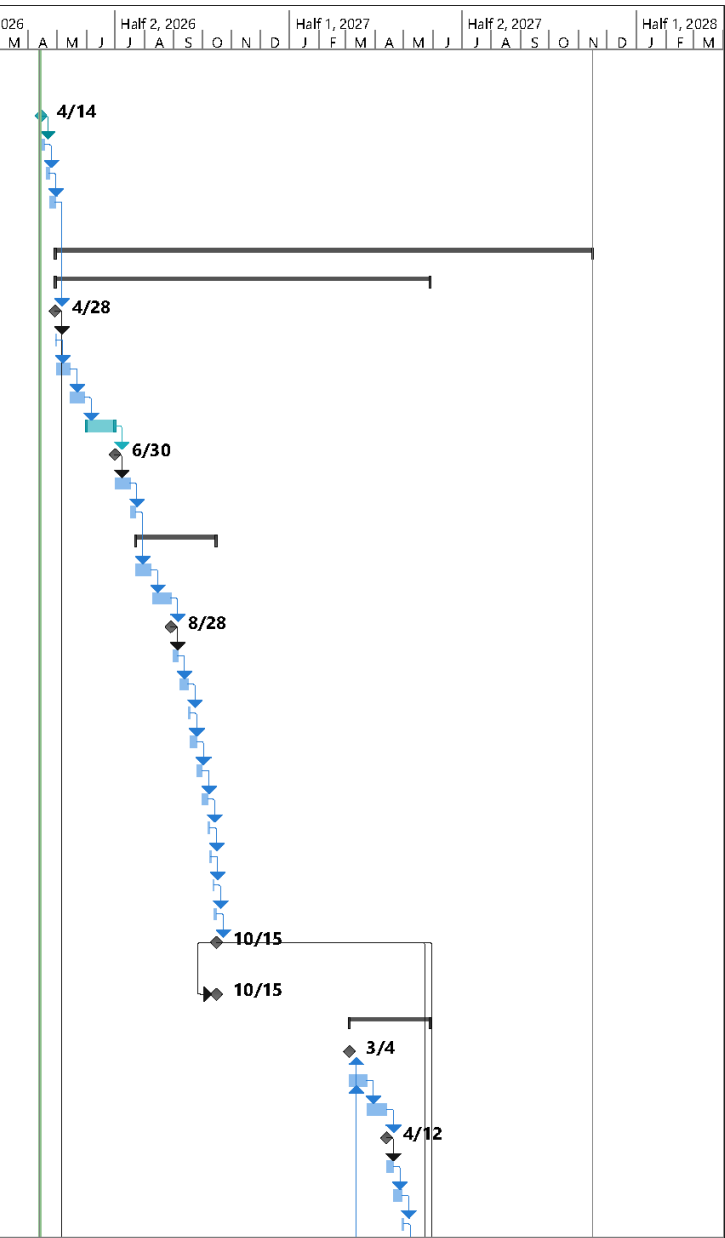
Bergman Design build team will adhere to the schedule below mandated by the RFP instructions.

Phase 1: Design: June 1 2026 – December 1 2026
Phase 1: Build: January 1, 2027 – September 2027
Phase 2: Design: Jan 1, 2027 – September 2027
Phase 2: Build: October 1, 2027 – June 2028

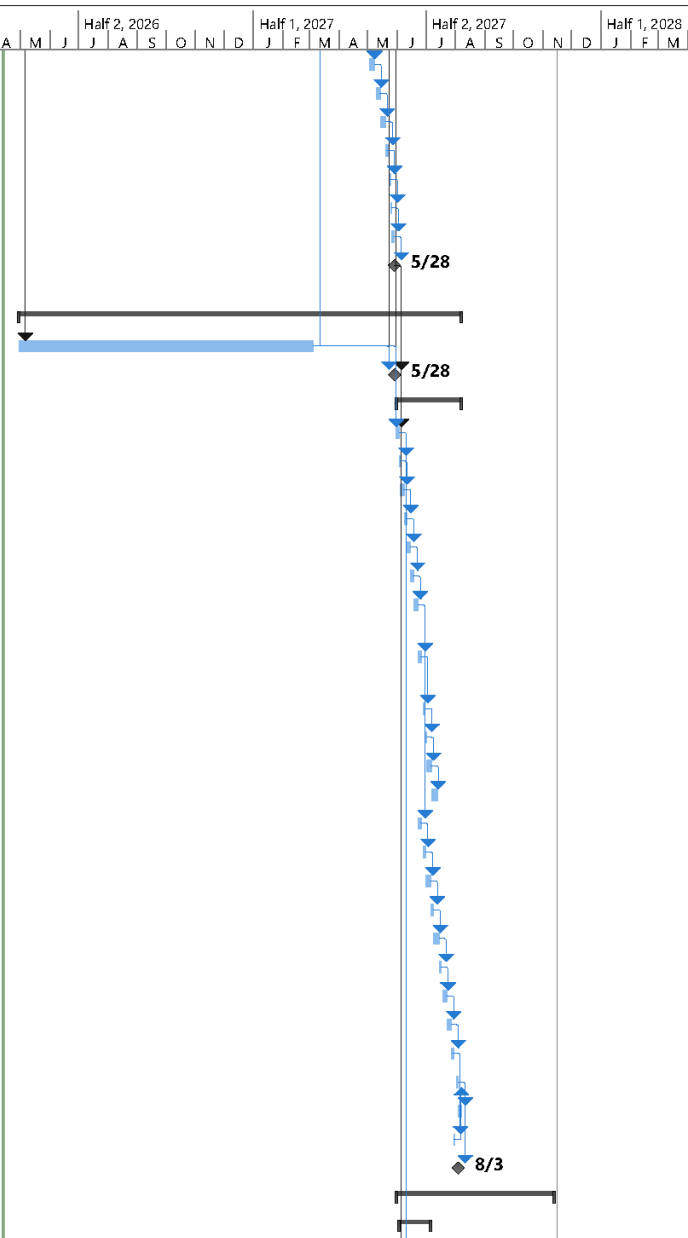
Bergman Design build team will adhere to the budget below mandated by the RFP instructions.

\$2,116,430 Phase 1
\$ 3,000,000 Phase 2

ID	Task Mode	Task Name	Duration	Start	Finish	026																				
						M	A	M	J	Half 2, 2026					Half 1, 2027				Half 2, 2027			Half 1, 2028				
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
1	?	Bergman DB: Coachella Bagdouma Community Center Wellness																								
2	?	Proposal and presentation review DB teams	0 days	Tue 4/14/26	Tue 4/14/26																					
3		City review and award announcement	4 days	Tue 4/14/26	Fri 4/17/26																					
4		Contract approval and execution of documents	3 days	Mon 4/20/26	Wed 4/22/26																					
5		City scheduled approval with council or procurement department	4 days	Thu 4/23/26	Tue 4/28/26																					
6		Master Overall Duration (including Phasing)	404 days	Tue 4/28/26	Mon 11/15/27																					
7		PRECON	283 days	Tue 4/28/26	Fri 5/28/27																					
8		Preconstruction Part A Start and kickoff meeting	0 days	Tue 4/28/26	Tue 4/28/26																					
9		Kickoff meeting and AOC start up meeting	1 day	Wed 4/29/26	Wed 4/29/26																					
10		SD	11 days	Thu 4/30/26	Thu 5/14/26																					
11		DD and public awareness detailing for presentation	11 days	Fri 5/15/26	Fri 5/29/26																					
12	?	<u>Public awareness and comments period</u>	22 days	Mon 6/1/26	Tue 6/30/26																					
13		Approval milestone: owner approval of the Plan	0 days	Tue 6/30/26	Tue 6/30/26																					
14		CD	12 days	Wed 7/1/26	Thu 7/16/26																					
15		CD 50% approval	4 days	Fri 7/17/26	Wed 7/22/26																					
16		Phase 1 : Interior renovation and Fire water system	61 days	Thu 7/23/26	Thu 10/15/26																					
17		<u>Phase 1: CD design up to 100 percent</u>	12 days	Thu 7/23/26	Fri 8/7/26																					
18		Plan Check submission # 1	15 days	Mon 8/10/26	Fri 8/28/26																					
19		Plan Check comments	0 days	Fri 8/28/26	Fri 8/28/26																					
20		Plan Check Submission 2 prep changes and submit	5 days	Mon 8/31/26	Fri 9/4/26																					
21		Plan Check 2 review and approval	7 days	Mon 9/7/26	Tue 9/15/26																					
22		Permit ready to release	2 days	Wed 9/16/26	Thu 9/17/26																					
23		Procurement Subcontractor Bid prep	5 days	Fri 9/18/26	Thu 9/24/26																					
24		Subcontractor document prep	4 days	Fri 9/25/26	Wed 9/30/26																					
25		Final Procurement decisions: sub list	4 days	Thu 10/1/26	Tue 10/6/26																					
26		Budget analysis and breakdown update/ budget rev	2 days	Wed 10/7/26	Thu 10/8/26																					
27		Submit budget to owner for approval of part B	1 day	Fri 10/9/26	Fri 10/9/26																					
28		Submit to owner plan package for approval of part B	1 day	Mon 10/12/26	Mon 10/12/26																					
29		Budget details and Plans approved	3 days	Tue 10/13/26	Thu 10/15/26																					
30		Approval of Part B to Begin and NTP, approve construction	0 days	Thu 10/15/26	Thu 10/15/26																					
31		Funding approval Bond 1(first Phase)	0 days	Thu 10/15/26	Thu 10/15/26																					
32		Bond 2 Phase 2 scope : Expansion Building	61 days	Thu 3/4/27	Fri 5/28/27																					
33		<u>Funding approval Bond 2</u>	0 days	Thu 3/4/27	Thu 3/4/27																					
34		PH 2: CD design up to 100 percent	12 days	Fri 3/5/27	Mon 3/22/27																					
35		Plan Check submission # 1	15 days	Tue 3/23/27	Mon 4/12/27																					
36		Plan Check comments	0 days	Mon 4/12/27	Mon 4/12/27																					
37		Plan Check Submission 2 prep changes and submit	5 days	Tue 4/13/27	Mon 4/19/27																					
38		Plan Check 2 review and approval	7 days	Tue 4/20/27	Wed 4/28/27																					
39		Permit ready to release	2 days	Thu 4/29/27	Fri 4/30/27																					



ID	Task Mode	Task Name	Duration	Start	Finish	026																								
						Half 2, 2026					Half 1, 2027				Half 2, 2027				Half 1, 2028											
						M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
40		Procurement Subcontractor Bid prep	5 days	Mon 5/3/27	Fri 5/7/27																									
41		Subcontractor document prep	4 days	Mon 5/10/27	Thu 5/13/27																									
42		Final Procurement decisions: sub list	4 days	Fri 5/14/27	Wed 5/19/27																									
43		Budget analysis and breakdown update/ budget revi	2 days	Thu 5/20/27	Fri 5/21/27																									
44		Submit budget to owner for approval of part B	1 day	Mon 5/24/27	Mon 5/24/27																									
45		Submit to owner plan package for approval of part B	1 day	Tue 5/25/27	Tue 5/25/27																									
46		Budget details and Plans approved	3 days	Wed 5/26/27	Fri 5/28/27																									
47		Approval of Part B to Begin and NTP, approve construction	0 days	Fri 5/28/27	Fri 5/28/27																									
48		Construction Part B	333 days	Wed 4/29/26	Fri 8/6/27																									
49		Phase Break for Funding release(Bond 2)	222 days	Wed 4/29/26	Thu 3/4/27																									
50		Field operations Kickoff meeting with park and PW staf	0 days	Fri 5/28/27	Fri 5/28/27																									
51		Interior existing construction scope (bond 1)	50 days	Mon 5/31/27	Fri 8/6/27																									
52		Demolition at roof system and parapet wall edge	3 days	Mon 5/31/27	Wed 6/2/27																									
53		interior temp barriers : install	1 day	Thu 6/3/27	Thu 6/3/27																									
54		Interior demo of existing closet walls and entry walls	2 days	Fri 6/4/27	Mon 6/7/27																									
55		Demo ceilings and floors and cabs in kitchen	3 days	Tue 6/8/27	Thu 6/10/27																									
56		New wall track and wall studs interior partitions	2 days	Fri 6/11/27	Mon 6/14/27																									
57		MEP Rough in walls	3 days	Tue 6/15/27	Thu 6/17/27																									
58		Ceiling cut out and install of new Fire Sprinkler piping overhead	3 days	Fri 6/18/27	Tue 6/22/27																									
59		New fire riser room wall lines and ceiling demo- wall furring demo	3 days	Wed 6/23/27	Fri 6/25/27																									
60		Fire Riser piping installation above floor	2 days	Mon 6/28/27	Tue 6/29/27																									
61		Slab on grade removal at Fire Riser Room	2 days	Wed 6/30/27	Thu 7/1/27																									
62		Fire sprinkler heads in ceiling points	3 days	Fri 7/2/27	Tue 7/6/27																									
63		Drywall and ceiling patching work	4 days	Wed 7/7/27	Mon 7/12/27																									
64		Interior ceiling demo of existing multi purpose room	3 days	Wed 6/23/27	Fri 6/25/27																									
65		Fire sprinkler piping in attic of multi pupose room	3 days	Mon 6/28/27	Wed 6/30/27																									
66		Paint attic black, install insulation	3 days	Thu 7/1/27	Mon 7/5/27																									
67		Kitchen MEP attic and walls	3 days	Tue 7/6/27	Thu 7/8/27																									
68		Kitchen Cabinetry and kitchen island	4 days	Fri 7/9/27	Wed 7/14/27																									
69		Kitchen fixtures, faucet and misc	2 days	Thu 7/15/27	Fri 7/16/27																									
70		Kitchen Stone and Accent tile at walls	4 days	Mon 7/19/27	Thu 7/22/27																									
71		Painting kitchen and adjacent rooms	3 days	Fri 7/23/27	Tue 7/27/27																									
72		Light fixtures in multipurpose room	2 days	Wed 7/28/27	Thu 7/29/27																									
73		Folding partition at new- existing wall opening	2 days	Mon 8/2/27	Tue 8/3/27																									
74		New flooring finish: wood floor Existing space	3 days	Wed 8/4/27	Fri 8/6/27																									
75		Final Cleaning existing space: pre-open to occupant	1 day	Fri 7/30/27	Fri 7/30/27																									
76		Existing building area complete : Move in ready	0 days	Tue 8/3/27	Tue 8/3/27																									
77		Site work and Expansion Building	120 days	Mon 5/31/27	Fri 11/12/27																									
78		Fire Water main line UG - Utilities PH 1	23 days	Thu 6/3/27	Mon 7/5/27																									



ID	Task Mode	Task Name	Duration	Start	Finish	026																				
						M	A	M	J	Half 2, 2026					Half 1, 2027			Half 2, 2027			Half 1, 2028					
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
79	→	Demo slab and exterior footing edge excavate under footing	3 days	Thu 6/3/27	Mon 6/7/27																					
80	→	Elbow below footing at closet	4 days	Tue 6/8/27	Fri 6/11/27																					
81	→	Footing concrete pour / repair cut bottom	3 days	Mon 6/14/27	Wed 6/16/27																					
82	→	Fire water Main line Layout	1 day	Thu 6/17/27	Thu 6/17/27																					
83	→	Fire Water Trench and lay in private parcel	5 days	Fri 6/18/27	Thu 6/24/27																					
84	→	Fire Water inspection: UG line prior to backfill	2 days	Fri 6/25/27	Mon 6/28/27																					
85	→	Public Road POC hot tap and Saddle	3 days	Tue 6/29/27	Thu 7/1/27																					
86	→	Fire Water POC to interior riser	2 days	Fri 7/2/27	Mon 7/5/27																					
87	→	Parking zone sitework: PH 1	28 days	Mon 6/14/27	Wed 7/21/27																					
88	→	ADA Ramp removal	2 days	Mon 6/14/27	Tue 6/15/27																					
89	→	ADA Ramp install (concrete)	2 days	Wed 6/16/27	Thu 6/17/27																					
90	→	Truncated Domes	1 day	Fri 6/18/27	Fri 6/18/27																					
91	→	Sidewalk formwork, grading	3 days	Mon 6/21/27	Wed 6/23/27																					
92	→	Sidewalk concrete pour	2 days	Thu 6/24/27	Fri 6/25/27																					
93	→	electrical trench and lay for new-future EV chargers	5 days	Mon 6/28/27	Fri 7/2/27																					
94	→	Electrical gear install for charger power	8 days	Mon 7/5/27	Wed 7/14/27																					
95	→	Install Charger and Concrete pedestal	5 days	Thu 7/15/27	Wed 7/21/27																					
96	→	Teen Patio site work; ph 2	17 days	Thu 10/21/27	Fri 11/12/27																					
97	→	Grading for new patio pour	2 days	Thu 10/21/27	Fri 10/22/27																					
98	→	Patio rebar, inspection and concrete pour	4 days	Mon 10/25/27	Thu 10/28/27																					
99	→	Shade Structure concrete footings	4 days	Mon 10/25/27	Thu 10/28/27																					
100	→	Shade Structure at Patio area	11 days	Fri 10/29/27	Fri 11/12/27																					
101	→	Light fixture installation	3 days	Fri 10/29/27	Tue 11/2/27																					
102	→	Concrete ping pong game install	2 days	Wed 11/3/27	Thu 11/4/27																					
103	→	benches install	1 day	Fri 11/5/27	Fri 11/5/27																					
104	→	Accessories install	1 day	Mon 11/8/27	Mon 11/8/27																					
105	→	Games install	2 days	Tue 11/9/27	Wed 11/10/27																					
106	→	PH2 Expansion Building new construction	110 days	Mon 5/31/27	Fri 10/29/27																					
107	→	Temp fencing installation and signs	3 days	Mon 5/31/27	Wed 6/2/27																					
108	→	Demolition patio	3 days	Thu 6/3/27	Mon 6/7/27																					
109	→	demolition roof tile and wall- canopy	4 days	Tue 6/8/27	Fri 6/11/27																					
110	→	Survey stakes	1 day	Mon 6/14/27	Mon 6/14/27																					
111	→	Expansion building Footing excavation	2 days	Tue 6/15/27	Wed 6/16/27																					
112	→	Reinforcing bar in footings, and piping sleeves	3 days	Thu 6/17/27	Mon 6/21/27																					
113	→	Concrete inspection	1 day	Tue 6/22/27	Tue 6/22/27																					
114	→	Concrete pour: footings	1 day	Wed 6/23/27	Wed 6/23/27																					
115	→	Slab on grade fine grade and sand, visqueen	3 days	Thu 6/24/27	Mon 6/28/27																					
116	→	CMU wall Delivery of Block and staging	2 days	Tue 6/29/27	Wed 6/30/27																					
117	→	Steel Column erection and beam erection	3 days	Thu 7/1/27	Mon 7/5/27																					
118	→	Welding and bolting structural steel	2 days	Tue 7/6/27	Wed 7/7/27																					

ID	Task Mode	Task Name	Duration	Start	Finish	026																								
						M	A	M	J	Half 2, 2026					Half 1, 2027				Half 2, 2027				Half 1, 2028							
										J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
119	→	CMU installation: Lift 1	3 days	Thu 7/8/27	Mon 7/12/27																									
120	→	Grout and Start lift 2	2 days	Tue 7/13/27	Wed 7/14/27																									
121	→	Lift 2 CMU	4 days	Thu 7/15/27	Tue 7/20/27																									
122	→	Roof Embed installation	3 days	Wed 7/21/27	Fri 7/23/27																									
123	→	Grout Lift 2	2 days	Mon 7/26/27	Tue 7/27/27																									
124	→	Steel Beam installation	3 days	Wed 7/28/27	Fri 7/30/27																									
125	→	Roof decking and welding	2 days	Mon 8/2/27	Tue 8/3/27																									
126	→	Roof parapet steel and metal studs	3 days	Wed 8/4/27	Fri 8/6/27																									
127	→	canopy steel and metal studs	4 days	Mon 8/9/27	Thu 8/12/27																									
128	→	window mullions and base system seals	2 days	Fri 8/13/27	Mon 8/16/27																									
129	→	glass install and gaskets	3 days	Tue 8/17/27	Thu 8/19/27																									
130	→	Parapet densglass, joint seals	2 days	Fri 8/13/27	Mon 8/16/27																									
131	→	Plaster system: Paper and SAM	3 days	Tue 8/17/27	Thu 8/19/27																									
132	→	Lath and scratch coat	7 days	Fri 8/20/27	Mon 8/30/27																									
133	→	Brown Coat	2 days	Tue 8/31/27	Wed 9/1/27																									
134	→	Finish Coat Plaster	18 days	Thu 9/2/27	Mon 9/27/27																									
135	→	Paint exterior walls and Plaster and Parapet	3 days	Tue 9/28/27	Thu 9/30/27																									
136	→	Roofing paper and Wood	2 days	Fri 10/1/27	Mon 10/4/27																									
137	→	Roof tiles	2 days	Tue 10/5/27	Wed 10/6/27																									
138	→	Roofing membrane on Flat roof zone	3 days	Thu 10/7/27	Mon 10/11/27																									
139	→	HVAC unit crane to platform	1 day	Tue 10/12/27	Tue 10/12/27																									
140	→	HVAC duct POC below deck	1 day	Wed 10/13/27	Wed 10/13/27																									
141	→	MEP rooftop connections	3 days	Thu 10/14/27	Mon 10/18/27																									
142	→	Doors and hardware	2 days	Tue 10/19/27	Wed 10/20/27																									
143	→	New flooring finish: wood floor new room	3 days	Thu 10/21/27	Mon 10/25/27																									
144	→	Storage room paint and flooring	3 days	Tue 10/26/27	Thu 10/28/27																									
145	→	Final Cleaning interior	1 day	Fri 10/29/27	Fri 10/29/27																									
146	→	Closeout Phase	11 days	Fri 10/29/27	Mon 11/15/27																									
147	→	Final inspection Kickoff process	0 days	Fri 10/29/27	Fri 10/29/27																									
148	→	Fire inspection Alarm testing	2 days	Mon 11/1/27	Tue 11/2/27																									
149	→	HVAC Inspection	1 day	Wed 11/3/27	Wed 11/3/27																									
150	→	Electrical inspection	1 day	Thu 11/4/27	Thu 11/4/27																									
151	→	Building inspection	1 day	Fri 11/5/27	Fri 11/5/27																									
152	→	Fire Sprinkler Inspection	1 day	Mon 11/8/27	Mon 11/8/27																									
153	→	Substantial Completion	0 days	Mon 11/8/27	Mon 11/8/27																									
154	→	Punchlist review and repairs	5 days	Tue 11/9/27	Mon 11/15/27																									
155	→	Closeout book approval	4 days	Tue 11/9/27	Fri 11/12/27																									
156	→	final completion milestone	0 days	Fri 11/12/27	Fri 11/12/27																									

EXHIBIT "C"
COMPENSATION

Opinion of Probable Cost

Printed: 4/15/2026 2:58 PM

Bagdouma Wellness Hub Coachella, CA							Project #: B126072
No.	Description		Total Cost / sf	Subtotal Cost (\$)			Remarks
				Phase 1	Phase 2	Total	
03	Phase 1	4,000 sf	\$349.47	\$1,397,882	\$0	\$1,397,882	
04	Phase 2	1,500 sf	\$1,313.56	\$0	\$1,970,342	\$1,970,342	
Total	Lease Space	5,500 sf	\$612.40	\$1,397,882	\$1,970,342	\$3,368,224	
	Preconstruction	6.00 mnth		\$18,000	\$18,000	\$36,000	3 month/phase
	General Conditions Phase 1	24.00 wks		\$224,664	\$0	\$224,664	Phase 1
	General Conditions Phase 2	26.00 wks		\$0	\$243,386	\$243,386	Phase 2
	Insurances	1.00 ls		\$24,106	\$33,978	\$58,084	
	Builder's Risk Insurance	0.65 %		\$10,603	\$14,945	\$25,547	
	Subguard Insurance	0.00 %		\$0	\$0	\$0	
	Escalation	3.00 %		\$49,253	\$69,424	\$118,677	
	Gross Receipt Tax	0.00 %		\$0	\$0	\$0	
	Administration	1.00 %		\$16,910	\$23,835	\$40,746	
	Contractor's Fee	5.00 %		\$85,397	\$120,369	\$205,766	
Total	Mark-ups	5,500 sf	\$173.25	\$428,934	\$523,937	\$952,871	
Total	Construction Costs	5,500 sf	\$785.65	\$1,826,816	\$2,494,279	\$4,321,095	
	Architectural & Engineering Fee	1.00 ls		\$177,000	\$232,000	\$409,000	
	Plan Check and Permit Fee	0.00 \$/sf		\$0	\$0	\$0	
	Contingency	4.00 %		\$73,073	\$78,814	\$151,886	
	Architectural Reimbursibles	1.00 ls		\$7,500	\$7,500	\$15,000	
Total	Design Fees & Contingency	5,500 sf	\$104.71	\$257,573	\$318,314	\$575,886	
Total	Project Cost (Base Bid)	5,500 sf	\$890.36	\$2,084,389	\$2,812,592	\$4,896,981	

**Bagdouma Wellness Hub
Coachella, CA**

Project #: B126072

Exclusions:

- 1 City deposits and fees for recycling program
- 2 Strapping existing conduit/boxes above ceiling.
- 3 Strapping or removing existing low voltage cables.
- 4 Bring existing ceiling up to code.
- 5 Off-hours.
- 6 Low voltage
- 7 Furniture and Furniture partition
- 8 All governmental fees which include, but is not limited to: building permit fees, demolition permit fees, plan check fees, processing fees, OSHA permit fees, city deposits/fees for recycling program and inspection fees.
- 9 Remove and relocate furniture
- 10 Property Management Fee
- 11 Keying
- 12 Paint touch up by owner vendors
- 13 Repair window coverings
- 14 Inspection for or removal of asbestos or other hazardous materials.
- 15 Moisture testing and treatment.
- 16 Builder's Risk Insurance and/or deductibles are excluded. Owner's Builders Risk policy to include: all water damage, any water intrusion, and flood. Bergman Build and all tiers of subcontractors are additional insured and loss payee
- 17 Liquidated Damages or Consequential Damages
- 18 Fund Control. If required, please add 3% to contract total.
- 19 Deputy Inspections
- 20 Testing & Inspection Fees
- 21 Landscaping, per RFI responses
- 22 Access Controls

Qualifications:

- 1 Work is qualified as regular hours work.
- 2 If actual moisture test result will exceed flooring manufacturer requirements, an allowance of \$5.00/sf will be added to our contract price.
- 3 Bergman Build Unconditional Releases will be provided with the next bill after payment, Subcontractor and Vendor Unconditional Release shall be provided sixty days after receipt of payment from Owner.
- 4 Lead times are subject to change that are beyond the control of Bergman Build including but not limited to, acts of God, weather, work strikes, work shutdowns, government orders and/or directives, national health crisis, and COVID-19.
- 5 Inspections and permits subject to delays that are beyond the control of Bergman Build including but not limited to, acts of God, weather, work strikes, work shutdowns, government orders and/or directives, national health crisis and COVID-
- 6 Pricing includes new roof tiles at the building addition, may not match existing building.
- 7 Exposed ceiling throughout at new building addition, no ceiling system.
- 8 Bergman assumes there is enough power for EV chargers and new building addition.

References:

RFP package provided by The City of Coachella and Addendum 1 dated April 6, 2026.

Bagdouma Wellness Hub Coachella, CA

Project #: B126072

No.	Trade Summary			Subtotal Cost (\$)			Remarks	
				Total Cost / sf	Phase 1	Phase 2		Total
01-0001	General Requirements	5,500	sf	\$34.38	\$86,200	\$102,900	\$189,100	
02-4112	Surveying	5,500	sf	\$5.18	\$7,500	\$21,000	\$28,500	
02-4113	Selective Demolition	5,500	sf	\$16.60	\$72,786	\$18,500	\$91,286	
03-3000	Cast-In-Place Concrete	5,500	sf	\$66.17	\$119,940	\$244,000	\$363,940	
04-2000	Masonry	5,500	sf	\$22.15	\$0	\$121,800	\$121,800	
05-1200	Structural Steel Framing	5,500	sf	\$35.50	\$0	\$195,263	\$195,263	
06-1000	Rough Carpentry	5,500	sf	\$10.91	\$0	\$60,005	\$60,005	
06-2000	Finish Carpentry	5,500	sf	\$10.91	\$60,000	\$0	\$60,000	
07-1000	Waterproofing	5,500	sf	\$6.55	\$7,500	\$28,500	\$36,000	
07-2100	Insulation	5,500	sf	\$2.09	\$2,500	\$9,000	\$11,500	
07-4000	Roofing	5,500	sf	\$17.49	\$15,000	\$81,200	\$96,200	
07-6000	Flashing / Sheetmetal	5,500	sf	\$9.30	\$6,500	\$44,625	\$51,125	
08-1000	Doors, Frames & Hardware	5,500	sf	\$5.31	\$8,000	\$21,200	\$29,200	
08-8000	Glass & Glazing	5,500	sf	\$10.31	\$0	\$56,700	\$56,700	
09-2000	Plaster	5,500	sf	\$18.44	\$11,400	\$90,000	\$101,400	
09-2200	Drywall	5,500	sf	\$43.50	\$114,091	\$125,150	\$239,242	
09-3000	Ceramic Tile	5,500	sf	\$4.73	\$26,010	\$0	\$26,010	
09-5100	Acoustical Ceiling	5,500	sf	\$2.82	\$15,500	\$0	\$15,500	
09-6500	Resilient Flooring & Carpet	5,500	sf	\$32.42	\$67,294	\$110,990	\$178,284	
09-9000	Painting & Wall Covering	5,500	sf	\$12.86	\$31,055	\$39,675	\$70,730	
10-1400	Signs	5,500	sf	\$0.73	\$1,500	\$2,500	\$4,000	
	Toilet Compartments &	5,500	sf	\$4.87	\$26,800	\$0	\$26,800	
10-2100	Accessories							
10-2200	Operable Partitions	5,500	sf	\$12.73	\$0	\$70,000	\$70,000	
10-4400	Fire Extinguisher	5,500	sf	\$0.18	\$500	\$500	\$1,000	
11-4000	Food Service Equipment	5,500	sf	\$14.00	\$77,006	\$0	\$77,006	
21-0001	Fire Sprinkler Systems	5,500	sf	\$33.09	\$134,000	\$48,000	\$182,000	
22-0001	Plumbing	5,500	sf	\$21.42	\$47,800	\$70,000	\$117,800	
23-0001	HVAC	5,500	sf	\$34.15	\$76,500	\$111,300	\$187,800	
26-0001	Electrical	5,500	sf	\$97.55	\$338,000	\$198,500	\$536,500	
28-4600	Fire Alarm Systems	5,500	sf	\$11.91	\$28,000	\$37,500	\$65,500	
31-0001	Earthwork	5,500	sf	\$10.46	\$10,000	\$47,533	\$57,533	
31-2500	Erosion Control	5,500	sf	\$3.91	\$6,500	\$15,000	\$21,500	
Total		5,500	sf	\$612.59	\$1,397,882	\$1,971,342	\$3,369,224	

<h2 style="margin: 0;">Bagdouma Wellness Hub</h2> <h3 style="margin: 0;">Coachella, CA</h3> <h4 style="margin: 0;">Detail</h4> B126072							
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Description	Quantity	Unit	Unit Cost	Phase 1	Phase 2	Subtotal	Remarks
				3	4		

Basic Space

General Requirements

Phase 1

📁	Blue prints	20 sets	\$45.00	\$900	\$0	\$900
📁	Cleanup labor	960 hr	\$45.00	\$43,200	\$0	\$43,200
📁	Protection	1 ls	\$12,000	\$12,000	\$0	\$12,000
📁	Final clean-up	4,000 sf	\$1.00	\$4,000	\$0	\$4,000
📁	Trash haul service	24 ea	\$900	\$21,600	\$0	\$21,600
📁	Temporary Toilets	1 ls	\$4,500	\$4,500	\$0	\$4,500

Phase 2

📁	Blue prints	20 sets	\$45.00	\$0	\$900	\$900
📁	Cleanup labor	1040 hr	\$45.00	\$0	\$46,800	\$46,800
📁	Protection	1 ls	\$20,000	\$0	\$20,000	\$20,000
📁	Final clean-up	1,500 sf	\$1.20	\$0	\$1,800	\$1,800
📁	Trash haul service	26 ea	\$900	\$0	\$23,400	\$23,400
📁	Temporary Toilets	1 ls	\$5,000	\$0	\$5,000	\$5,000
📁	Temp Fencing	250 lf	\$20.00	\$0	\$5,000	\$5,000

Subtotal	sf	\$47.28	\$86,200	\$102,900	\$189,100
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Surveying

Phase 1

📁	Surveying ADA sidewalk	1 ls	\$7,500	\$7,500	\$0	\$7,500
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Phase 2

📁	Surveying	1,500 sf	\$14.00	\$0	\$21,000	\$21,000
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Subtotal	sf	\$7.13	\$7,500	\$21,000	\$28,500
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Demolition

Phase 1

📁	Remove flooring	3,214 sf	\$2.00	\$6,428	\$0	\$6,428
📁	Machine Scrape adhesive	3,214 sf	\$1.00	\$3,214	\$0	\$3,214
📁	Remove tile	786 sf	\$4.00	\$3,144	\$0	\$3,144
📁	Remove ceiling	4,000 sf	\$2.00	\$8,000	\$0	\$8,000
📁	Remove interior lighting	4,000 sf	\$2.00	\$8,000	\$0	\$8,000
📁	Remove reception desk	1 ea	\$3,500	\$3,500	\$0	\$3,500
📁	Disposal of kitchen equipment	1 ea	\$6,500	\$6,500	\$0	\$6,500
📁	Remove roof system	1 ls	\$5,000	\$5,000	\$0	\$5,000
📁	Remove parapet wall edge	1 ls	\$4,500	\$4,500	\$0	\$4,500
📁	Demo existing closet and entry walls	1 ls	\$2,500	\$2,500	\$0	\$2,500

📁	Remove and dispose of cabinetry in kitchen	1 ls	\$6,000	\$6,000	\$0	\$6,000
📁	Ceiling removal for fire sprinkler piping	1 ls	\$4,000	\$4,000	\$0	\$4,000
📁	Misc Removal	4,000 sf	\$3.00	\$12,000	\$0	\$12,000

<h2 style="margin: 0;">Bagdouma Wellness Hub</h2> <h3 style="margin: 0;">Coachella, CA</h3> <h4 style="margin: 0;">Detail</h4> B126072							
Description	Quantity	Unit	Unit Cost	Phase 1	Phase 2	Subtotal	Remarks
				3	4		

Phase 2							
✎	Patio demolition	1 ea	\$12,000	\$0	\$12,000	\$12,000	
✎	Misc Removal	1 ea	\$6,500	\$0	\$6,500	\$6,500	
	Subtotal	sf	\$22.82	\$72,786	\$18,500	\$91,286	

Cast-In-Place Concrete							
Phase 1							
✎	Exterior footing edge, excavate under footing	80 hr	\$94.00	\$7,520	\$0	\$7,520	
✎	Footing concrete pour, repair cut bottom	1 ea	\$9,000	\$9,000	\$0	\$9,000	
✎	Back fill	24 hr	\$80.00	\$1,920	\$0	\$1,920	
✎	Exterior footing edge, excavate under footing	1 ea	\$6,500	\$6,500	\$0	\$6,500	
✎	Sawcut, break and remove for fire riser	1 ea	\$3,000	\$3,000	\$0	\$3,000	
✎	Pour back slab for fire riser	1 ea	\$55,000	\$55,000	\$0	\$55,000	
✎	ADA ramp removal	1 ea	\$4,500	\$4,500	\$0	\$4,500	
✎	ADA ramp sidewalk grading	1 ea	\$4,000	\$4,000	\$0	\$4,000	
✎	ADA ramp sidewalk form work	1 ea	\$3,500	\$3,500	\$0	\$3,500	
✎	ADA ramp sidewalk-4" thick	1 ea	\$25,000	\$25,000	\$0	\$25,000	
				Phase 2	\$0	\$0	
✎	SOG-8" thick	1,500 sf	\$80.00	\$0	\$120,000	\$120,000	
✎	Building addition footing	1 ea	\$48,000	\$0	\$48,000	\$48,000	
✎	Patio shade concrete footings	4 ea	\$9,500	\$0	\$38,000	\$38,000	
✎	Concrete ping pong	1 ea	\$20,000	\$0	\$20,000	\$20,000	
✎	Deputy Inspection	12 ea	\$1,500.00	\$0	\$18,000	\$18,000	
	Subtotal	sf	\$90.99	\$119,940	\$244,000	\$363,940	

Masonry							
Phase 2							
✎	Masonry	2,175 sf	\$56.00	\$0	\$121,800	\$121,800	
	Subtotal	sf	\$30.45	\$0	\$121,800	\$121,800	

Structural Steel							
Phase 2							
✎	Structural Steel	1 ls	\$195,263	\$0	\$195,263	\$195,263	
	Subtotal	sf	\$48.82	\$0	\$195,263	\$195,263	

Bagdouma Wellness Hub Coachella, CA Detail

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Description	Quantity	Unit	Unit Cost	Phase 1	Phase 2	Subtotal	Remarks
				3	4		
Rough Carpentry							
Phase 2							
☞ Barricade at building opening	1	ls	\$15,000	\$0	\$15,000	\$15,000	
☞ Rough Carpentry	1	ls	\$45,005	\$0	\$45,005	\$45,005	
Subtotal		sf	\$15.00	\$0	\$60,005	\$60,005	
Finish Carpentry							
☞ Reception Desk	1	ls	\$25,000	\$25,000	\$0	\$25,000	
☞ Millwork casework at Kitchen	1	ls	\$35,000	\$35,000	\$0	\$35,000	
Subtotal		sf	\$15.00	\$60,000	\$0	\$60,000	
Waterproofing							
Phase 1							
☞ Misc. waterproofing	1	ls	\$7,500	\$7,500	\$0	\$7,500	
Phase 2							
☞ Waterproofing	1,500	sf	\$19.00	\$0	\$28,500	\$28,500	
Subtotal		sf	\$9.00	\$7,500	\$28,500	\$36,000	
Building Insulation & Fireproofing							
Phase 1							
☞ Misc insulation replacement	1	ls	\$2,500	\$2,500	\$0	\$2,500	
Phase 2							
☞ Insulation in Walls, Ceilings	1,500	sf	\$6.00	\$0	\$9,000	\$9,000	
Subtotal		sf	\$2.88	\$2,500	\$9,000	\$11,500	
Roofing							
Phase 1							
☞ Roof patching	1	ls	\$15,000	\$15,000	\$0	\$15,000	
Phase 1							
☞ Tie-in to existing	1	ls	\$8,500	\$0	\$8,500	\$8,500	
☞ 1/4" dens deck	650	sf	\$30	\$0	\$19,500	\$19,500	
☞ Walking pads	1	ls	\$10,000	\$0	\$10,000	\$10,000	
☞ Clay tiles	1,200	sf	\$36.00	\$0	\$43,200	\$43,200	
Subtotal		sf	\$24.05	\$15,000	\$81,200	\$96,200	

Bagdouma Wellness Hub Coachella, CA Detail

B126072

Description	Quantity	Unit	Unit Cost	Phase 1	Phase 2	Subtotal	Remarks
				3	4		

Flashing/Sheet Metal**Phase 1**

📁 Flashing/Sheet Metal	1 ea		\$6,500	\$6,500	\$0	\$6,500	
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Phase 2

📁 Vertical Expansion	75 lf		\$325.00	\$0	\$24,375	\$24,375	
📁 Coping	150 lf		\$80.00	\$0	\$12,000	\$12,000	
📁 Flashing/Sheet Metal AC	2 ea		\$2,500	\$0	\$5,000	\$5,000	
📁 Flashing/Sheet Metal penetrations	5 ea		\$650.00	\$0	\$3,250	\$3,250	

Subtotal	sf		\$12.78	\$6,500	\$44,625	\$51,125	
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Doors / Frames / Hardware**Phase 1**

📁 Door rework/upgrades	4 ea		\$2,000	\$8,000	\$0	\$8,000	
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Phase 2

📁 Door, frame and Hardware	4 ea		\$3,200	\$0	\$12,800	\$12,800	
📁 HM Door, frame and Hardware	2 ea		\$4,200	\$0	\$8,400	\$8,400	

Subtotal	sf		\$7.30	\$8,000	\$21,200	\$29,200	
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Glass & Glazing**Phase 2**

📁 Exterior glass	180 sf		\$165.00	\$0	\$29,700	\$29,700	
📁 Storefront frames	180 sf		\$150.00	\$0	\$27,000	\$27,000	

Subtotal	sf		\$14.18	\$0	\$56,700	\$56,700	
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Plaster**Phase 1**

📁 Misc caulking and touch up to existing exterior	120 hr		\$95.00	\$11,400	\$0	\$11,400	
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Phase 2

📁 Plaster	1 ea		\$90,000	\$0	\$90,000	\$90,000	
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Subtotal	sf		\$25.35	\$11,400	\$90,000	\$101,400	
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Metal Stud - Drywall**Phase 1**

📁 Skim existing walls	600 hr		\$98	\$58,800	\$0	\$58,800	
📁 Electrical patching	80 ea		\$300	\$24,000	\$0	\$24,000	
📁 Misc backing/patch back	1 ls		\$15,000	\$15,000	\$0	\$15,000	
📁 Misc touch up	80 hr		\$98	\$7,840	\$0	\$7,840	
📁 Stock & clean-up	1 ls		\$8,451	\$8,451	\$0	\$8,451	

Bagdouma Wellness Hub							
Coachella, CA							
Detail							
							B126072

Description	Quantity	Unit	Unit Cost	Phase 1	Phase 2	Subtotal	Remarks
				3	4		

Phase 2

📁 Furred Walls -6" above ceiling	114 lf	\$160.00	\$0	\$18,240	\$18,240	
📁 Door frames	4 ea	\$450.00	\$0	\$1,800	\$1,800	
📁 Backing	1 ls	\$12,000	\$0	\$12,000	\$12,000	
📁 Electrical patching	1 ls	\$15,000	\$0	\$15,000	\$15,000	
📁 Column furring	1 ls	\$10,000	\$0	\$10,000	\$10,000	
📁 Operable partition soffit	80 lf	\$250.00	\$0	\$20,000	\$20,000	
📁 Scar patches	2 ea	\$500	\$0	\$1,000	\$1,000	
📁 Roof framing	1 ls	\$30,000	\$0	\$30,000	\$30,000	
📁 Misc touch up	80 hr	\$98	\$0	\$7,840	\$7,840	
📁 Stock & clean-up	1 ea	\$9,270	\$0	\$9,270	\$9,270	
Subtotal		sf \$59.81	\$114,091	\$125,150	\$239,242	

Ceramic Tile

Phase 1

📁 Porcelain Tile in Floors	385 sf	\$30.00	\$11,544	\$0	\$11,544	
📁 Porcelain Tile in Walls, 48" AFF, Wet Wall Only	250 sf	\$35.00	\$8,736	\$0	\$8,736	
📁 Antifracture membrane	634 sf	\$6.00	\$3,806	\$0	\$3,806	
📁 Sealer	385 sf	\$5.00	\$1,924	\$0	\$1,924	
Subtotal		sf \$6.50	\$26,010	\$0	\$26,010	

Acoustical Treatment

Phase 1

📁 Acoustical Ceiling Grid & Tile	1,000 sf	\$8.00	\$8,000	\$0	\$8,000	
📁 Kitchen Acoustical Ceiling Grid & Tile-clean grade	300 sf	\$25.00	\$7,500	\$0	\$7,500	
Subtotal		sf \$3.88	\$15,500	\$0	\$15,500	

Flooring

📁 Minor floor prep	3,615 sf	\$3.00	\$10,846	\$0	\$10,846	
📁 Flooring	3,615 sf	\$15.00	\$54,228	\$0	\$54,228	
📁 Rubber base	740 lf	\$3.00	\$2,220	\$0	\$2,220	
Phase 2						
📁 Wood flooring	1,500 sf	\$66.00	\$0	\$99,000	\$99,000	
📁 Wood base	114 lf	\$35.00	\$0	\$3,990	\$3,990	
📁 Moisture barrier	1 ls	\$8,000	\$0	\$8,000	\$8,000	
Subtotal		sf \$44.57	\$67,294	\$110,990	\$178,284	

Bagdouma Wellness Hub Coachella, CA Detail

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Description	Quantity	Unit	Unit Cost	Phase 1	Phase 2	Subtotal	Remarks
				3	4		

Painting & Wall Coverings

Phase 1

📁 Paint interior parititons	6,660 sf		\$3.00	\$19,980	\$0	\$19,980	
📁 Paint doors-Interior	16 ea		\$350	\$5,600	\$0	\$5,600	
📁 Paint doors-Exterior	5 ea		\$375	\$1,875	\$0	\$1,875	
📁 Paint touch up	80 hr		\$45.00	\$3,600	\$0	\$3,600	

Phase 2

📁 Paint interior partitions	2,175 sf		\$3.00	\$0	\$6,525	\$6,525	
📁 Paint doors-Interior	4 ea		\$350	\$0	\$1,400	\$1,400	
📁 Paint doors-Exterior	2 ea		\$375	\$0	\$750	\$750	
📁 Paint Exterior	4,525 sf		\$4.00	\$0	\$18,100	\$18,100	
📁 Paint exposed ceiling	1,500 sf		\$5.00	\$0	\$7,500	\$7,500	
📁 Paint touch up	120 hr		\$45.00	\$0	\$5,400	\$5,400	

Subtotal			\$17.68	\$31,055	\$39,675	\$70,730	
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Signs

Phase 1

📁 Code compliant signage	1 ls		\$1,500	\$1,500	\$0	\$1,500	
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Phase 2

📁 Code compliant signage	1 ls		\$1,500	\$0	\$2,500	\$1,500	
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Subtotal			\$0.75	\$1,500	\$2,500	\$3,000	
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Toilet Partitions & Accessories

Phase 1

📁 Plastic laminate floor mounted partition	4 ea		\$4,700	\$18,800	\$0	\$18,800	
📁 Toilet Accessories	2 ea		\$4,000	\$8,000	\$0	\$8,000	

Subtotal			\$6.70	\$26,800	\$0	\$26,800	
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Operable partition

Phase 2

📁 Operable partition	1 ea		\$50,000	\$0	\$50,000	\$50,000	
📁 Operable partition support	1 ea		\$20,000	\$0	\$20,000	\$20,000	

Subtotal			\$17.50	\$0	\$70,000	\$70,000	
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Fire Extinguishers

Phase 1

📁 Fire extinguishers & cabinets	2 ea		\$250	\$500	\$0	\$500	
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Phase 2

📁 Fire extinguishers & cabinets	2 ea		\$250	\$0	\$500	\$500	
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Subtotal			\$0.25	\$500	\$500	\$1,000	
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Bagdouma Wellness Hub Coachella, CA Detail

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Description	Quantity	Unit	Unit Cost	Phase 1	Phase 2	Subtotal	Remarks
				3	4		

Food Service Equipment

Phase 1

📁 Appliances, refrigerator	1 ea	\$4,500	\$4,500	\$0	\$4,500	
📁 Oven with microwave above	1 ea	\$7,506	\$7,506	\$0	\$7,506	
📁 Kitchen equipment	1 ls	\$65,000	\$65,000	\$0	\$65,000	
Subtotal	sf	\$19.25	\$77,006	\$0	\$77,006	

Fire Protection

Phase 1

📁 New fire water	1 ea	\$90,000	\$90,000	\$0	\$90,000	
📁 Fire riser	1 ea	\$20,000	\$20,000	\$0	\$20,000	
📁 Fire Sprinkler layout	4,000 sf	\$6.00	\$24,000	\$0	\$24,000	

Phase 2

📁 Main branch line	1 ea	\$30,000	\$0	\$30,000	\$30,000	
📁 Fire Sprinkler layout	1,500 sf	\$12.00	\$0	\$18,000	\$18,000	
Subtotal	sf	\$45.50	\$134,000	\$48,000	\$182,000	

Plumbing

Phase 1

📁 Safe off	2 ea	\$3,000	\$6,000	\$0	\$6,000	
📁 Plumbing Fixtures	11 ea	\$3,800	\$41,800	\$0	\$41,800	

Phase 2

📁 Condensate line	2 ea	\$5,000	\$0	\$10,000	\$10,000	
📁 Misc tie ins	1 ls	\$20,000	\$0	\$20,000	\$20,000	
📁 Roof drain	4 ea	\$10,000	\$0	\$40,000	\$40,000	
Subtotal	sf	\$29.45	\$47,800	\$70,000	\$117,800	

HVAC

Phase 1

📁 Air balance	1 ls	\$4,500	\$4,500	\$0	\$4,500	
📁 HVAC - Allowance	4,000 sf	\$18.00	\$72,000	\$0	\$72,000	

Phase 2

📁 HVAC Allowance	1,500 sf	\$35	\$0	\$52,500	\$52,500	
📁 Distribution	1,500 sf	\$15	\$0	\$22,500	\$22,500	
📁 Thermostat	2 ea	\$3,500	\$0	\$7,000	\$7,000	
📁 Registers	1 ls	\$15,000	\$0	\$15,000	\$15,000	
📁 Air balance	1 ea	\$4,500	\$0	\$4,500	\$4,500	
📁 Crane	1 ea	\$9,800	\$0	\$9,800	\$9,800	
Subtotal	sf	\$46.95	\$76,500	\$111,300	\$187,800	

Bagdouma Wellness Hub Coachella, CA Detail

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Description	Quantity	Unit	Unit Cost	Phase 1	Phase 2	Subtotal	Remarks
				3	4		

Electrical

Phase 1

Safe off	3 ea	ea	\$2,500	\$7,500	\$0	\$7,500	
Lighting	50 ea	ea	\$1,500	\$75,000	\$0	\$75,000	
Lighting controls	4,000 sf	sf	\$8.00	\$32,000	\$0	\$32,000	
Receptacles	60 ea	ea	\$350	\$21,000	\$0	\$21,000	
Electrical trench for EV chargers	2 ea	ea	\$10,000	\$20,000	\$0	\$20,000	
Conduit for FLS	1 ea	ea	\$3,500	\$3,500	\$0	\$3,500	
Panel rework	1 ea	ea	\$9,000	\$9,000	\$0	\$9,000	
Electrical gear install for charger power	2 ea	ea	\$35,000	\$70,000	\$0	\$70,000	
Install charger and concrete pedestal	2 ea	ea	\$50,000	\$100,000	\$0	\$100,000	

Phase 2

Safe off	3 ea	ea	\$7,500.00	\$0	\$22,500	\$22,500	
Temp power	1 ea	ea	\$20,000	\$0	\$20,000	\$20,000	
Lighting	1,500 sf	sf	\$20.00	\$0	\$30,000	\$30,000	
Controls	1,500 sf	sf	\$9.00	\$0	\$13,500	\$13,500	
Receptacles	40 ea	ea	\$350	\$0	\$14,000	\$14,000	
Panels	1 ls	ls	\$20,000	\$0	\$20,000	\$20,000	
Feeders	1 ls	ls	\$40,000	\$0	\$40,000	\$40,000	
Power to HVAC units	2 ea	ea	\$5,000	\$0	\$10,000	\$10,000	
Power to condenser	2 ea	ea	\$5,000	\$0	\$10,000	\$10,000	
Exterior light- wall mounted	6 ea	ea	\$2,500	\$0	\$15,000	\$15,000	
Conduit for FLS	1 ls	ls	\$3,500	\$0	\$3,500	\$3,500	

Subtotal		sf	\$134.13	\$338,000	\$198,500	\$536,500	
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Fire Life Safety

Phase 1

Fire Life Safety - Allowance	4,000 sf	sf	\$7.00	\$28,000	\$0	\$28,000	
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Phase 2

Fire Life Safety - Allowance	1,500 sf	sf	\$25.00	\$0	\$37,500	\$37,500	
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Subtotal		sf	\$16.38	\$28,000	\$37,500	\$65,500	
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Earthwork

Phase 1

ADA sidewalk fine grading	1 ls	ls	\$10,000	\$10,000	\$0	\$10,000	
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Phase 2

Earthwork - Rough grading	1,500 sf	sf	\$10.00	\$0	\$15,000	\$15,000	
Earthwork - Fine grading	1,500 sf	sf	\$8.00	\$0	\$12,000	\$12,000	
Export	233 cy	cy	\$88.00	\$0	\$20,533	\$20,533	

Subtotal		sf	\$14.38	\$10,000	\$47,533	\$57,533	
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**Bagdouma Wellness Hub
Coachella, CA
Detail**

B126072

Description	Quantity	Unit	Unit Cost	Phase 1	Phase 2	Subtotal	Remarks
				3	4		
Erosion Control							
Phase 1							
☞ Erosion Control at sidewalk	1	ls	\$6,500	\$6,500	\$0	\$6,500	
Phase 2							
☞ Erosion Control	1	ls	\$15,000	\$0	\$15,000	\$15,000	
Subtotal		sf	\$5.38	\$6,500	\$15,000	\$21,500	
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Subtotal of Basic Space	5,500	sf	\$612.40	\$1,397,882	\$1,971,342	\$3,368,224	



Exhibit ____ Staff Rates

Position	Hourly Net Rate	Billing Hourly Rates
Vice President, Construction	\$180/hr	Net Rate Plus 51%
Vice President, Operations Manager	\$180/hr	Net Rate Plus 51%
Vice President, Pre-Construction	\$180/hr	Net Rate Plus 51%
Division Manager	\$170/hr	Net Rate Plus 51%
Project Executive	\$135/hr	Net Rate Plus 51%
Senior Project Manager	\$125/hr	Net Rate Plus 51%
Project Manager	\$100/hr	Net Rate Plus 51%
Assistant Project Manager	\$85/hr	Net Rate Plus 51%
Senior Project Superintendent	\$125/hr	Net Rate Plus 51%
Superintendent	\$100/hr	Net Rate Plus 51%
Project Engineers	\$70/hr	Net Rate Plus 51%
Assistant Superintendents	\$70/hr	Net Rate Plus 51%
Project Estimator	\$125/hr	Net Rate Plus 51%
Safety Engineer	\$70/hr	Net Rate Plus 51%
Accounting	\$50/hr	Net Rate Plus 51%
Clerk/Secretary/Administrative Assistant	\$50/hr	Net Rate Plus 51%
BIM Coordination	\$75/hr	Net Rate Plus 51%

Notes:

- Reimbursable Staff is based on actual time working on this project whether at the job or at the contractor's office.
- Net Rate plus Stipulated Sum Burden Rate of 51% for Benefits
- Insurance cost rate is a Stipulated Sum.
- Builder's Risk & Bond Costs are a Stipulated Sum if included in the contract.

Employee Equipment Reimbursement Rates

- Computer rental - \$200 per computer per month per employee
- Software cost for Procore & PM Systems \$500 per employee per month
- Employee auto allowance – varies per employee
- Cell phone usage - \$ 100 per employee per month

TEAM
HOURLY RATES

TWINSTEPS

Principal	\$280.00
Director	\$255.00
Senior Project Architect	\$225.00
Project Architect	\$200.00
Senior Project Manager	\$200.00
Project Manager	\$180.00
Designer	\$155.00
Job Captain	\$145.00
Draft Person	\$115.00
Administrative Staff	\$105.00

RPM Engineers (MEP Engineers)

Principal Engineer	\$310
Associates Engineer	\$285
Project Engineer	\$230
Designer	\$180
Drafting	\$155
Clerical	\$140