

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of May, 2023 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 IDS Group, Inc., a corporation with its principal place of business at 1 Peters Canyon Road, Ste 130, Irvine, CA 92606 (“Consultant”). 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 Professional Architectural and Engineering services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

2.2 Project.

The City desires to engage Consultant to render such services for the Library Annex, City Project F-33 project (“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 architectural and engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from May 24, 2023 to May 24, 2025, 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.

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: *****INSERT NAMES*****].

3.2.5 City's Representative. The City hereby designates **Andrew Simmons, P.E., 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 **John Silber, AIA, Principal Architect**, 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.

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.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years

following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

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 **Four Hundred Thirty-Nine Thousand One Hundred Eighty Eight Dollars (\$439,188.00)**. 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:

IDS Group, Inc.
1 Peters Canyon Road, Ste 130
Irvine, CA 92606
John Silber, AIA, Principal Architect

City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Andrew Simmons, P.E., City Engineer

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

IDS GROUP, INC.

By: _____
Gabriel Martin
City Manager

By: _____

Name

Attest:

City Clerk

Attest:

Name

EXHIBIT "A"
SCOPE OF SERVICES

4 Work Plan

Consistent with the RFP and based upon on-site discussions, IDS understands that the City of Coachella seeks to complete the allowed Grant funded infrastructure items while addressing a thoughtful path to growth and inclusion of Non-Grant Funded Items.

IDS' vision for the City of Coachella Library Annex project is to design community destinations that bring energy, connection, and education. This place remains seemingly constant - yet it is adaptable to change with new technologies and new social horizons. The City of Coachella Library Annex project is a place that allows for accessible personal interaction, distancing, a place of security, a place of warmth, and a place to call your "third space" home for the City of Coachella community, neighboring cities and students of all ages. Affordability, accessibility, and sustainability are paramount to achieving the client's vision and goals. The proposed scope of the Library Annex renovation and improvements includes surveying, final design, technical specifications, engineering estimates, and permitting for the final design of providing foundation repair, framing, seismic upgrades, HVAC and electrical upgrades, interior and exterior remodels, and ADA compliance.

In partnership with the City of Coachella, IDS will help transform and shape this project as a positive environment in a collaborative and meaningful process. With more than 60 years of experience, IDS understands the importance of:

- Shared Governance.
- Collaborating and interacting positively with City representatives, administrators, library staff, and user groups.
- Creating spaces and environments that are high-functioning, safe, creative, and economically attainable.
- Inclusive design where all ideas from project stakeholders and technical team members are part of the discussion.
- Ensuring the client's goals exceed expectations with attainable objectives and milestones through clear lines of communication and direction.

In all the projects IDS undertakes, we understand how to effectively provide solutions that address the critical elements, factors, and our client's goals with coordinated budgets, financial affordability, accountability, scheduling, and California Building Code compliance.

These include an emphasis on the following:

- Equitable library and maker space access for all community members to enjoy and use.
- Communal floor plans to promote engagement and activity.
- Creating areas of discovery based on the five human senses.
- Immersive opportunities for spontaneous interactions between the library participants, guests, visitors, and staff.

Site

The project site is located on Seventh Street between Vine Avenue and Orchard Avenue, while the main library building is just across the Street, facing 6th Street. The approximate square footage of the existing library annex building is 7,700 SF.

The Library Annex Building

The existing library annex building is a familiar piece of the community. The building's design is appropriate to its natural surroundings. Unfortunately, the building now falls short of current standards for life safety, accessibility, inclusivity, energy efficiency, seismic requirements, and day-to-day functional spaces of a modern library. The RFP for the City of Coachella Library Annex enumerates the many deficiencies that need repair and calls for a fresh approach to breathe new life into a dilapidated building. Project priority will be the grant-funded infrastructure items. Items that are non-grant-funded will address the City's desire to upgrade the public and staff areas with functional spaces and adjacencies seen in today's modern library annex and makerspace for the community.

Grant-funded Infrastructure improvements to the current facility include the following:

- Seismic retrofit to the building is a priority for life safety.
- Replacing the roof and roofing insulation and refitting the building with new ceiling, lighting, HVAC distribution, and sprinkler system into a unified and integrated design.
- Providing a new makerspace area for community involvement and interactions.
- Investigate noted exterior plaster cracking at the foundation and provide foundation repair.
- Provide space for a community art wall mural at the building's entrance.
- Investigate the possibility of providing an additional open courtyard at the rear elevation of the building.
- Provide new landscaping at the building's entrance.
- Remove exposed conduit on the building's exterior façade and interior spaces and provide concealed conduit within the wall assemblies.
- Remove existing wall/window-mounted HVAC units and provide HVAC upgrades to replace these systems.
- Needed modernization of HVAC systems and infrastructure tailored to current uses and meeting modern energy and comfort standards, needed plumbing infrastructure repairs, restrooms, and improvements to modern standards for water conservation, needed repairs and improvements to an aging electrical infrastructure and including installation of energy conserving lighting fixtures and controls, and needed appropriate acoustical controls to mitigate sources of noise.
- Window replacement will be integral to creating a sustainable and acoustically secure building envelope.
- California Building Code-compliant ADA access to the building and its interiors.
- Security and fire alarm systems.

Non-Grant-Funded improvements to the current facility include the following:

- Staff desks providing public information and services will be strategically positioned to maximize public interaction and visual connectivity.
- A café, perhaps in conjunction with the proposed new courtyard at the building's rear elevation.
- Steel book shelving (may be addressed along with seismic concern for anchorage).
- Prioritizing upgrades to the building program to emphasize both the functional efficiencies in circulation and wayfinding and effecting improvements in the quality of light and comfort to the reading and computer areas.
- Friends of the Library book sale space.
- Interior upgrades, including window coverings and furniture.

Site Improvements

IDS understands that the desired site improvements are a part of the mission and objectives for the City of Coachella Library Annex and developed in concert with the City and stakeholders group. IDS will include the following:

- Native landscape.
- Thoughtful buffering from adjacent uses.
- Enhancing the sense of place, which beautifies and informs the community.

Designs presented for outdoor landscaped spaces will achieve high standards and multiple objectives while designing for sustainability, resilience, and conservation. The IDS project team will select materials, colors, and textures which blend with the existing setting and improve the space functionally. In addition, the IDS Project Manager will address universal access compliance (ADA) through upfront identification of barriers, dialogue with the City and stakeholders, and careful integration of improvements that meet all local, state, and federal standards.

The library is blessed by surrounding mature trees and landscapes harmonizing with purpose and community context. The IDS landscape architectural and engineering team will enhance the site with the following elements:

- Identifying programmed areas that can be flexible in use creates the versatility a library needs to accommodate user needs.
- Use prominent visual features to create a sense of place and a unique identity.
- Site lighting, exterior materials, and exterior furniture will coordinate with interiors so that, visually and functionally, the outdoor spaces serve as an extension of interior programmed spaces.

Proposed Approach and Methodology

IDS Group has developed and implemented into each of its projects a coordinated, integrated project delivery method for each project from conception through completion. This approach engages the City of Coachella's city representatives, stakeholders, the community, user groups, and library participants. Each group plays an integral role in the project by participating in collaborative, open communication design processes to seek efficiencies that achieve the ideals, milestones, objectives, schedule, budget, and overall project goals. In addition, the IDS Principal Architect will be involved throughout every project phase, including programming, development, consultant coordination, constructability, BIM/Revit Modeling, graphics, city processing, entitlement, quality assurance, quality control, documentation, and value engineering phases.

The following itemized list highlights many of the critical services performed for the City of Coachella partners during the feasibility study phase that ensures that the IDS project team will follow up and will follow through to achieve the confirmed project's objectives and goals:

- Review and analysis existing documents and surveys.
- Provide a concise and complete Project Schedule including all disciplines and participants.
- Assess existing conditions, identifying California Building Code compliant issues, accessibility, and sustainability, and providing design options and alternatives based on the City's Planning Guidelines.
- Validate the existing infrastructure conditions of the site during all phases to understand the challenges in direct conjunction with the project and document them accordingly.
- Review As-Built Documentation (if available) of the existing project's Building Systems, Common Use Spaces, Site Layout, and Conditions for functionality, adjacencies, and accessibility.
- Schedule a series of meetings with City Representatives, Library Staff, user groups, and stakeholders to confirm proposed program uses and support space requirements.
- Conduct workshop charette sessions to further the project's feasibility study in collaboration with City representatives and the project design team.

General Architectural-Engineering Services

IDS will support the successful completion of the project by providing the following services throughout the project as follows.

1. Conceptual/Schematic Design Phase Services *(the following tasks will be included but not limited to):*

- a. Review existing record drawing plans.
- b. Review utility investigation and provide utility relocation recommendations, as necessary.
- c. Provide a field investigation and measurements to assess existing site conditions.
- d. Provide a topographical survey to find existing grade elevations and provide a draft plan for city review and a final plan with grade elevations.
- e. Lead an on-site kick-off meeting with the subconsultant team and the City.
- f. Manage project and coordinate with the City and the consultant team for team introductions, review of roles and communications protocols, timeline, and deliverables.
- g. Provide project programming and visioning for the City to review and comment.
- d. Survey the project's existing conditions which will include pipe inspection services using camera and video technology.
- e. Prepare conceptual/schematic design package (30%) for review and comment, including:
 - i. Civil plans including demolition, grading, drainage, paving, site plan, utilities, existing improvements, including curb and gutter, sidewalk, stripping, and right-of-way information and coordination.
 - ii. Architectural plans including architectural site plan, building composite plans, reflected ceiling, building exterior elevations, building sections, building and wall sections, and interior elevations of the proposed renovation and upgrading, with construction details and landscaping plans.
 - iii. Structural plans.
 - iv. Mechanical plans.
 - v. Plumbing and Fire Protection plans.
 - vi. Electrical plans.
 - vii. Specialty plans including energy.
- f. Provide a project schedule.
- g. Provide a preliminary cost estimate.

2. Design Development (DD) Phase

- a. Upon the client's approval of the schematic design package (30%) and cost estimate, IDS will then prepare the design development package, which will include the following tasks:
 - i. Civil plans including demolition, grading, drainage, paving, site plan, utilities, existing improvements, including curb and gutter, sidewalk, stripping, and right-of-way information and coordination.
 - ii. Architectural plans including architectural site plan, building composite plans, reflected ceiling, building exterior elevations, building sections, building and wall sections, and interior elevations of the proposed renovation and upgrading, with construction details and landscaping plans.
 - iii. Structural plans.
 - iv. Mechanical plans.
 - v. Plumbing and Fire Protection plans.
 - vi. Electrical plans.

- vii. Specialty plans including energy.
- viii. Draft (50%) technical specifications.
- ix. Preliminary cost estimate.
- b. Detailed cost estimating and marketplace conditions.
- c. Provide construction phasing and scheduling that will minimize interruption to operations.
- d. Provide alternate systems evaluation and constructability studies where applicable.
- e. Review and implement the City provided environmental hazardous materials assessment report.
- f. Provide long-lead procurement studies.
- g. Coordinate with various City of Coachella departments, other agencies, utility companies, etc.
- h. Participate in value engineering options and discussions.
- i. Provide the owner factors related to quality, safety, and environmental.
- j. Advise City on choosing green building materials.
- k. Provide a Quality Assurance and Quality Control review.
- l. Lead a 60% submittal review meeting with the subconsultant team and the City.
- m. Submit 60% package for initial building permit intake.
- n. Make corrections and revisions based on permit comments.

3. Construction Documents (CD) Phase - 100% Progress and Estimates

- a. Upon the client's approval of the design development package and cost estimate, IDS will then prepare the construction documents and permit submittal, which will include the following tasks:
 - i. Civil plans including demolition, grading, drainage, paving and utilities.
 - ii. Architectural plans including building composite plans, reflected ceiling, building elevations, building and wall sections, landscaping plans, interior elevations, and construction detailing.
 - iii. Structural plans.
 - iv. Mechanical plans.
 - v. Plumbing and Fire Protection plans.
 - vi. Electrical plans.
 - vii. Specialty plans including energy.
- b. Provide a Quality Assurance and Quality Control review.
- c. Prepare final 100% technical specifications.
- d. IDS to lead the 100% submittal review meeting with the project team and the City.
- e. Submit 100% CD package for final permit approval.
- f. Review construction document package and cost estimate with the City.
- g. Review and address all city plan check comments to provide a final document set for construction.

4. Bidding Phase

- a. Upon the client's approval of the construction documents and receipt of the building permit, IDS will support the City's bidding process, which will include the following tasks:
 - i. Lead the pre-bid construction team meeting with the city, sub-consultants, and the general contractor.
 - ii. Provide a bid schedule and payment schedule.
 - iii. Assist with bid addenda and clarifications in response to bidder questions.
 - iv. Support the City with bid evaluations as necessary.
 - v. Make design modifications to reduce construction cost as needed.

5. Construction Administration/Observation Phase

- a. Upon selection of a general contractor, IDS will participate in construction administration/observation. Tasks will include the following:
- i. Attend a pre-construction conference.
 - ii. Attend on-site construction meetings.
 - iii. Oversee project and coordinate with City and subconsultant team.
 - iv. Review submittals and mock-ups.
 - v. Respond to requests for information (RFIs).
 - vi. Review proposed substitutions, alternates, and change orders.
 - vii. Change Orders – All changes (increase or decrease in scope) must be submitted in writing for City approval. The Consultant shall submit a cost fee proposal for all changes. The City will evaluate and issue a Notice to Proceed for each Change Order separately.
 - viii. Provide construction survey and staking as required.
 - ix. Provide temporary markings depicting limits of construction prior to the pre-construction meeting.
 - x. Observe construction during site visits for consistency with design intent as conveyed in the construction documents.
 - xii. Attend a substantial completion walk through.
 - xiii. Prepare and submit a set of Mylars “Record drawings” reflecting the as-built conditions of the project to the City of Coachella for review and approval.
 - xiv. Provide a digital copy of the project plans in .dwg and .pdf format to the City.
 - xv. Attend a final completion walk through.
 - xvi. Review contractor’s as-built drawings.

Close-out Phase

- Coordinate and verify training and commissioning efforts.
- Conduct close-out proceedings and post-occupancy evaluation.
- Provide as-built drawings in CAD and PDF format.
- Coordinate and conduct a warranty walk-through.

Deliverables

Consultant shall provide design submittals, cost estimates, schedules, as-built documents, and reports as outlined in the scope of work for the various design phases.

Consultant shall provide construction observation reports, responses to requests for information, and review comments on submittals during the construction phase.

Schedule

Design work will commence upon execution of the contract and be completed within ten months.

The bidding and construction phase is anticipated to continue for 18 months after design completion.

Scope of Services

Library Annex

- Correct any building deficiencies.
- Upgrade all mechanical, electrical, plumbing, and technology.

All Grant-Funded Infrastructure Items per grant application and approval from California State Library to include the following:

- Furnish and Install a Fire Sprinkler System.
- Fire Alarm System Control Panel.
- Emergency Egress Hardware.
- Emergency Egress Light, Power Systems.
- Ceiling Finishes (for new sprinkler system).
- Air Filtration System.
- Security System - CCTV and Alarm System.
- HVAC Replacement.
- HVAC Terminal and Package Units.
- Electrical Service.
- Seismic Retrofit.
- Roof Replacement.
- Replace Carpet and/or Floors.
- Window replacements.
- Painting (preventative maintenance).
- Replace Signage, ADA tactile, and larger fonts for the visually impaired.
- Replace non-emergency lighting.
- Replace interior doors and locks.
- Inclusive Access.

Non-Grant-Funded Items:

- Art wall in exterior public patio space.
- Café
- Carpet
- Fixtures (Service desks, counters, cabinetry, display furniture, mobile shelving).
- Flexible Office space-community organization outreach or services, nonprofit support offices.
- Friends of the Library Book Sale space.
- Interior Paint
- Landscaping

- LED Sign upgrade
- Library Furniture
- Outdoor use spaces-public patios with seating.
- Private meeting/study rooms.
- Scalable Classroom/maker space/meeting rooms.
- Steel book shelving and end panels.
- Technology-cabling upgrades, computers, AV, PA system, screens, sound.
- Window coverings for climate and light control.

PROJECT CONTROLS

IDS provides skills and decision-making capabilities honed from many years of experience serving our clients. The overarching goal will be to ensure that project work is performed in strict accordance with contract documents, the project's schedule and budget, and governmental requirements. These services will primarily fall within the following four functional categories:

- **Cost Management:** Provide accounting guidelines and budgets, establish cost control mechanisms, provide forecasts, validate project estimates, develop estimates, and negotiate change orders, analyze cash flow, generate change order contingency reports, and develop estimates for alternative strategies for cost reduction scenarios.
- **Time Management:** Ensure timely decision-making and actions regarding RFIs, submittals, schedule development, schedule review, monitoring of schedule resources and analysis of time extension requests.
- **Quality Management:** Provide quality assurance and control functions necessary for constructability review and inspection. Enforce codes, regulations, design criteria, and safety requirements; and
- **Project/Contract Administration:** Ensure that all the administrative tasks that must take place during project execution are accounted for.

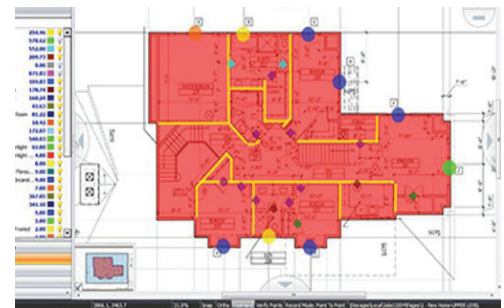
PROJECT BUDGET & COST CONTROL

IDS believes that a comprehensive project budget should address all phases of the project and that a Cost Account Structure will be established so that costs are distinguishable at all levels of management. This budget will track costs performed from design through construction and actual costs invoiced through progress payments. The budget will be further refined as design activities continue throughout the project and cost data becomes available. This process provides the City the ability to verify adherence to the project budget and scope of work.

PROJECT REPORTING PROCEDURES

IDS will provide reports that compare budget to actual costs, analyze cash flow and identify trends, present budget and schedule forecasts to the identified milestones. The reporting systems will include summaries and graphics. Reports will be designed to provide information at the different levels of detail required by the City's staff, or other project participants and decision-makers.

Our proficiency with the industry's scheduling tools, such as PlanSwift® and Microsoft Project, enable us to control any project's time functions. Moreover, IDS has successfully used cost control systems on numerous projects. We have identified, captured, reported, and controlled costs using PlanSwift® and other client-required systems. The project controls systems can be set up on a facility-commodity basis such that roll-up reports can be created giving visibility to individual facility or individual commodity status.

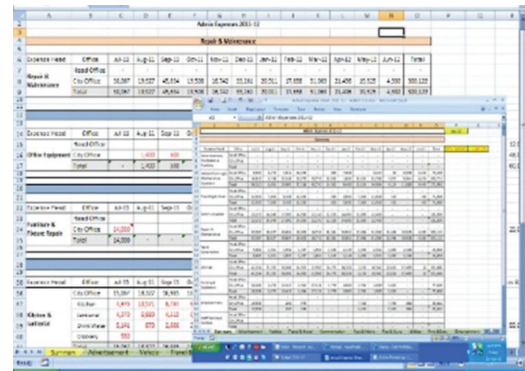


VALUE ENGINEERING, LIFE CYCLE COST ANALYSIS, AND BID ALTERNATE DESIGNATION

IDS performs in-house cost estimates to identify opportunities for alternate bids that will provide flexibility for our clients as they balance between the project scope for construction and the cost of construction.

The first path to value engineering savings is constructability. Our construction cost estimator provides an internal constructability review, which will allow the design team to eliminate scope that will later prove to be impractical to build and therefore costly.

The second path to value engineering is the search for alternates that provide nearly equal performance at less initial cost. When considering these initial cost savings, IDS provides a life cycle cost analysis of the alternatives so that our clients can make informed choices.



Item	Estimate	Unit	Quantity	Unit Price	Total
Office Equipment	1,000	1	1	1,000	1,000
Construction Material	10,000	1	1	10,000	10,000
Professional Fees	5,000	1	1	5,000	5,000
Contingency	2,000	1	1	2,000	2,000
Total	18,000				18,000

Value Engineering Project Example:

The City of Rancho Santa Margarita City Hall and Bell Tower Regional Community Center required repairs due to water intrusion. IDS was retained as the architect of record (AOR) for the project. The initial cost estimates indicated that the project would come in significantly over budget. IDS value engineered portions of the work with alternative designs and determined constructability savings for the city. Prior to bidding, IDS identified add alternates in the bid documents. The project was on a \$1,800k construction cost trajectory, however, due to the IDS team's value engineering efforts, the City awarded a contractor who bid of \$1,450k.



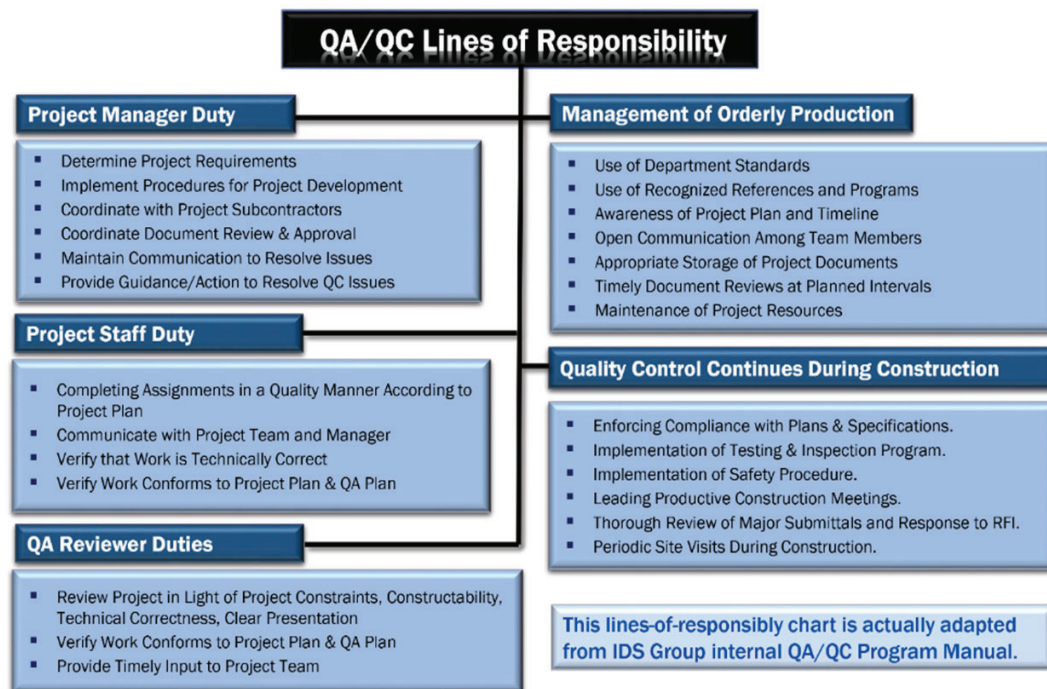
APPROVAL PROCEDURE

Effective construction management requires accurate and thorough communication and documentation management. IDS will serve as the communications liaison between the City's staff and the project contractor. We will provide field support to assist in an expedited review of construction-related issues such as Requests for Information (RFI), Submittals, Quality Control deficiencies and Change Orders. We will focus on adherence to formal procedures for logging, reviewing, processing, and expediting approvals.

QUALITY ASSURANCE / QUALITY CONTROL

Our program requires the review of all architectural/engineering work by a QC Manager, who is qualified in these types of reviews. The main objective of this program is to satisfy the City’s expectations for quality work from our design team and to limit the exposure of the City to problems that may arise during construction. The QC Manager and will be in continuous contact with our project manager throughout the progress of the assessment and design.

Our practice stresses response to project requirements, adherence to applicable codes and regulations, developing work products consistent with standards prevailing in the profession, and producing reports conforming to our established in-house standards.



Throughout the course of the project, our Project Manager will be in continuous contact with our team members to ensure efficient use of the capabilities of the entire team. The QC Manager will interact frequently with the City’s core group to ensure that we understand the requirements and preferences and to assure adherence to the project schedules and deliverables in a timely manner.

EXHIBIT "B"
SCHEDULE OF SERVICES

Project Schedule

COACHELLA LIBRARY ANNEX RENOVATION PROJECT

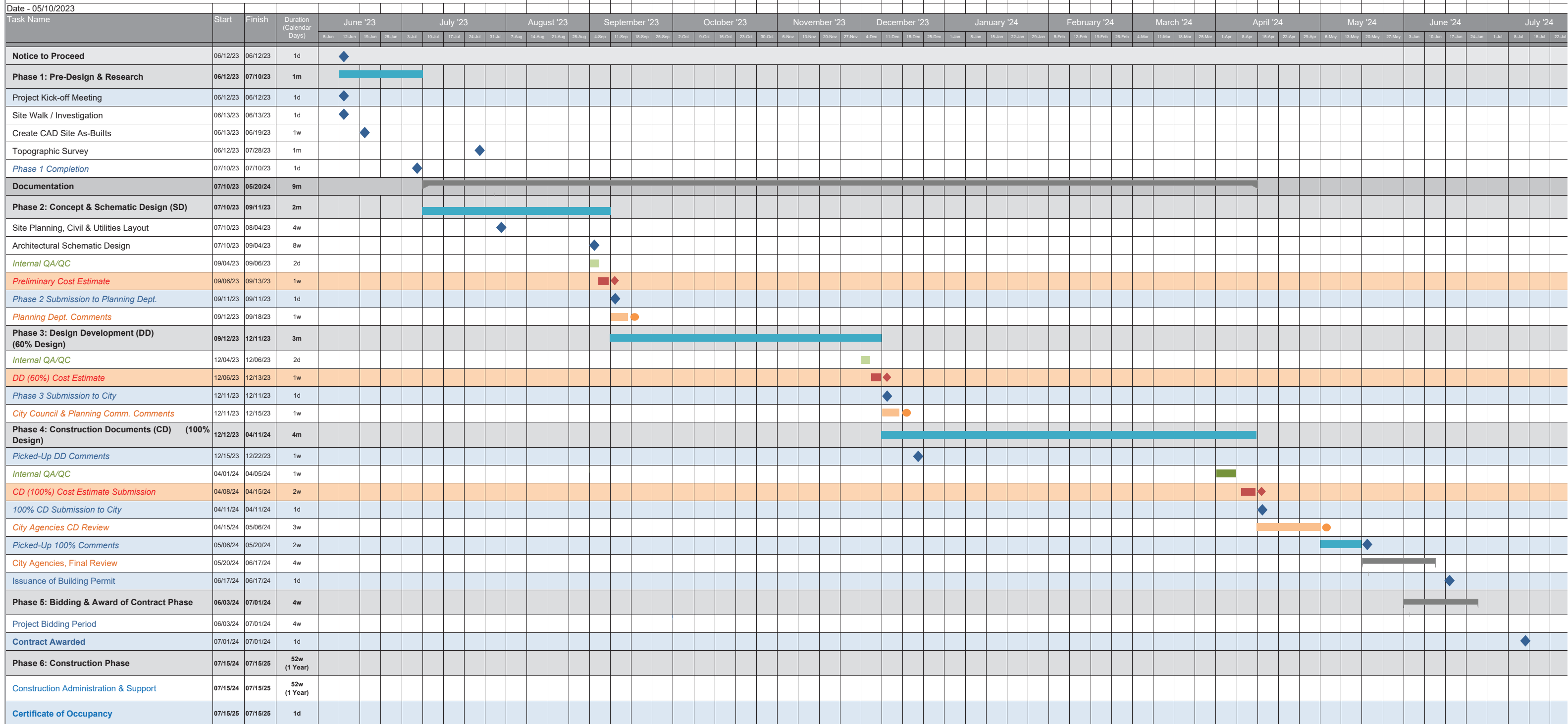


EXHIBIT "C"

COMPENSATION

Not to exceed \$439,188

CITY OF COACHELLA
COACHELLA LIBRARY ANNEX RENOVATION PROJECT

Staff Allocations per Discipline:	TOTAL		Architecture/ Landscape Arch							Structural					Electrical/ Low Voltage					Mechanical/Plumbing					Civil Engineering					Estimation		Addl Support											
	Hours	Fees	P	Senior PM	Sr. Arc	Designer	CAD	Admin.	Subtotal		P	Sr. Eng.	Pr. Eng	CAD	Admin.	Subtotal		P	Sr. Eng.	Pr. Eng	CAD	Admin.	Subtotal		P	Sr. Eng.	Pr. Eng	CAD	Admin.	Subtotal		Sr Est.	Subtotal	Topo Survey	IT/ Data								
			\$ 227	\$ 205	\$ 178	\$ 150	\$ 112	\$ 69	Hrs	Fees	\$ 227	\$ 178	\$ 165	\$ 112	\$ 69	Hrs	Fees	\$ 227	\$ 178	\$ 165	\$ 112	\$ 69	Hrs	Fees	\$ 227	\$ 178	\$ 165	\$ 112	\$ 69	Hrs	Fees	\$ 165	Hrs	Fees									
Phase 1: Overall Project Management/ Pre-Design	163	\$38,135																																									
Kick off/Document Review/Site Survey	36	\$17,011	2	6	6			14	\$2,752	2	3			5	\$988	1	3			4	\$761	1	3		4	\$761	3	6		9	\$1,749	0	\$0	\$10,000									
Overall Project Management	59	\$9,298		20	14			16	\$7,696		3			3	\$534		3			3	\$534		3		3	\$534				0	\$0	0	\$0										
Project Mission Statement	68	\$11,826		22	14			8	\$7,554		8			8	\$1,424		8			8	\$1,424		8		8	\$1,424				0	\$0	0	\$0										
Phase 2: Schematic Design & Preliminary Site Design	372	\$60,870																																									
Schematic Design & agency coordination	240	\$40,144	2	22	14	22	28	4	92	\$14,168	2	22	22		46	\$8,000	2	22		24	\$4,370	2	18		20	\$3,658	4	10	14		28	\$4,998	30	30	\$4,950								
Preliminary Site Design & coordination	132	\$20,726	1	18	14	22	30	4	89	\$13,345					0	\$0		10		10	\$1,780				0	\$0		12	14		26	\$4,446	7	7	\$1,155								
	0	\$0							0	\$0					0	\$0				0	\$0				0	\$0				0	\$0	0	\$0										
Phase 3: Design Development	588	\$98,342																																									
Design Development	475	\$79,753	2	22	28	46	54		152	\$22,896	1	36	50		87	\$14,885	1	24	36	36		97	\$14,471	1	22	22	22		67	\$10,237	2	20	30	52	\$8,964	20	20	\$3,300	\$5,000				
Develop Specifications	80	\$12,346	1	4	24			12	41	\$6,147		1	8		10	\$1,567		1	8		1	10	\$1,567		1	8		1	10	\$1,567		1	8	9	\$1,498	0	\$0						
Agency Coordination	33	\$6,243	1	28				4	33	\$6,243					0	\$0						0	\$0							0	\$0												
Phase 4A: Construction Documents to Submittal Plan Review	461	\$78,810																																									
Prepare Construction Documents	424	\$71,659	2	32	32	46	64		176	\$26,778	1	25	34	16		76	\$12,079	1	20	28	16		65	\$10,199	1	25	18	17		61	\$9,551	2	26	18	46	\$8,052	0	\$0	\$5,000				
Agency Coordination	37	\$7,151	1	28				4	33	\$6,243																		4		4	\$908												
Phase 4B: Construction Documents Plan Review	3,699	\$62,881																																									
Refine Constructions Documents	3,627	\$50,690	2	22	24	44	44		136	\$20,764	1	16	32	26		75	\$11,267	1	9	15	10		35	\$5,424	1	12	12	10		35	\$5,463		14	12	26	\$4,472	20	20	\$3,300				
Refine Specifications	44	\$6,995		4	16			4	24	\$3,944		1	4		1	6	\$907		1	4		1	6	\$907		1	4		1	6	\$907		2		2	\$330							
Agency Coordination	28	\$5,196		24				4	28	\$5,196																																	
Phase 4C: Construction Documents 100% Completion	326	\$52,381																																									
Finalize Construction Documents	251	\$39,689	2	16	16	25	24		83	\$13,020	1	14	16	16		47	\$7,151	1	12	15	12		40	\$6,182	1	12	10	10		33	\$5,133	1	17	22	40	\$6,883	8	8	\$1,320				
Finalize Specifications	51	\$8,316		4	16			4	24	\$3,944		1	4		1	6	\$907		1	4		1	6	\$907		1	4		1	6	\$907		1	8	9	\$1,651	0	\$0					
Agency Coordination	24	\$4,376		20				4	24	\$4,376																				0	\$0	0	\$0										
Phase 5: Bidding Phase	20	\$4,100																																									
Assist with Bid Phase tasks	20	\$4,100		20					20	\$4,100																																	
Phase 6: Construction Administration & Support	269	\$42,245																																									
Construction Administration Services	203	\$33,929	2	22	22		24	6	76	\$11,982	1	16	16		33	\$5,715	1	16	16		33	\$5,715	1	16	16		33	\$5,715		14	14		28	\$4,802	0	\$0							
Record Drawings	66	\$8,316			6		20		26	\$3,308		2		10		12	\$1,476		2			2	\$356		2		12		14	\$1,700		2		10	12	\$1,476	0	\$0					
TOTALS	4,775	\$439,188	18	334	246	205	288	74	1,165	\$184,456	9	148	186	68	3	414	\$66,900	8	132	126	74	3	343	\$54,597	8	124	94	71	3	300	\$47,557	17	146	134	10	0	291	\$51,653	85	85	\$14,025	\$10,000	\$10,000