

**CITY OF FOLSOM
PARKS AND RECREATION DEPARTMENT
AGREEMENT FOR DESIGN CONSULTING SERVICES WITH
LEATHERS AND ASSOCIATES**

This Agreement is entered into as of July 18, 2025, ("Effective Date") by and between the City of Folsom, a Municipal Corporation, hereinafter referred to as "City" and Leathers & Associates, Inc. a Corporation hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, City desires playground Design Services for Folsom Kids Play Park; and,

WHEREAS, Consultant, by reason of its qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, City and Consultant agree as follows:

I. Scope of Service

The scope of service covered by this Agreement includes all consulting services described and contained in Exhibit A, attached hereto and by this reference incorporated into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit A, the terms and conditions set forth in this Agreement shall prevail.

II. Term of Agreement

The term of this Agreement shall commence on the Effective Date and shall continue until all services provided for in this Agreement have been performed or for one year, whichever is sooner, unless otherwise terminated as set forth in Paragraph XVII of this Agreement.

III. Schedule for Performance

City and Consultant agree that time is of the essence in the performance of this work, and Consultant agrees to produce documents and perform services in the times stated in the Proposal or within nine months after Agreement is fully executed. Deviations from time schedule may be made with the approval of the Parks & Recreation Director.



IV. Compensation

Compensation for all of the services described and contained in Exhibit A shall be paid on a not-to-exceed basis. The maximum compensation for all of the services specified in Exhibit A, including any and all costs or expenses, is \$111,569. In the event the cost for services exceeds \$111,569, Consultant agrees to complete all services enumerated in Exhibit A at no additional expense to City.

The City shall have the right to review all books and records kept by the Consultant and any subcontractors in connection with the operation and services performed under this Agreement. The City shall withhold payment for any expenditure not substantiated by Consultant's or subcontractor's books and records. In the event the City has made payment for expenditures that are not allowed, as determined by the City's audit, the Consultant shall reimburse the City for the amount of the unallowed expenditures. City shall make no payment for any services not specified in Exhibit A of this Agreement unless such additional services and the price thereof are agreed to in writing and approved by the City prior to the time that such additional services are rendered.

V. Invoicing, Payment, Notices

Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices shall describe the services performed and costs incurred, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. Invoices that include charges for services rendered during the month of July shall not include any charges incurred after July 18th. A separate invoice shall be submitted for all services rendered after July 18th.

Consultant shall transmit invoices and any notices required by this Agreement, to City as follows:

Hannah Perez
Parks & Recreation Department
City of Folsom
50 Natoma Street
Folsom, California 95630

City shall transmit payments on invoiced amounts, and any notices required by this Agreement to Consultant as follows:

Leathers & Associates
P.O. Box 3364
Jupiter, FL 33469

VI. Professional Services

Consultant is a Corporation. Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Agreement,

make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of the City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

VII. Independent Contractor

It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, Consultant is to acquire same at its sole expense.

Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished. Any third persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall further indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

VIII. Authority of Consultant

Consultant enters into this Agreement as an independent contractor and not as an officer, employee or representative of the City. Accordingly, Consultant shall provide information, recommendation, and advice to City, but shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity as agent, or to bind City to any obligations whatsoever.

IX. Conflict of Interest

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts

of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either City ordinance or State law.

Neither this Agreement, any duties or obligations under this Agreement, nor the intention or expectations of the City will cause the Consultant to be a "public official" as that term is used in California Government Code section 87100. The City and Consultant agree that the Consultant is not a "public official" or "participating in governmental decisions" as those terms are used in section 87100. The City and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause the Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in section 87100. Nothing in this Agreement shall be construed to be inconsistent with the Consultant's status as an independent contractor.

X. Assignment and Subcontracting

Consultant's rights, duties and obligations under this Agreement are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the Parks & Recreation Director.

City does not assume any liability, duty or obligation to Consultant's subcontractors, sub consultants, or agents by execution or performance of this Agreement, and no subcontractors, sub consultants, agents or other parties, are third party beneficiaries of this Agreement.

XI. Ownership of Work Product

All technical data, evaluations, reports, plans and other work products of Consultant provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Consultant may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

Both parties recognize that the City is a public entity subject to the requirements of the California Public Records Act ("PRA"). Consultant understands that the release of any written, printed, graphic, or electronically recorded information and document delivered by Consultant to the City will be governed by the PRA and agrees that the release of such material pursuant to the PRA shall not require Consultant's prior consent or approval.

XII. Indemnification

To the fullest extent permitted by law, Consultant agrees to immediately indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, losses, liability, or damages that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Consultant, its subcontractor, sub consultants, agents, and employees ("Claims"). Consultant assumes no responsibility to indemnify City for the negligent acts or omissions or willful misconduct of

City, its officers, officials, employees, agents, and volunteers. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be in proportion to the established comparative fault of Consultant.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend allegations of Consultant negligence, recklessness or willful misconduct, whether Consultant is specifically identified or not in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its council members, officers, agents and employees, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are partially responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts in a cross-claim, counter claim, third party complaint or defense (affirmative defense or by reference in the action) that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's share of the cost to defend shall not exceed Consultant's proportionate percentage of fault, and Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

XIII. Insurance

During the term of this Agreement, Consultant shall maintain insurance coverage as set forth in Exhibit B, attached hereto and incorporated herein by reference, at its own cost and expense.

XIV. Employment Practices

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

XV. Licenses, Permits, Etc.

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

XVI. Records

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

For consulting services related to engineering design, Consultant agrees to comply with the terms of Exhibit C that is attached hereto and incorporated herein by reference.

XVII. Termination

City and Consultant may terminate this Agreement by providing thirty (30) days written notice prior to the effective termination date.

In the event of such termination, City shall pay Consultant for all services actually rendered up to and including the date of termination. Consultant shall deliver to City copies of all drawings, reports, analyses, and investigations whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

XVIII. Amendments

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

XIX. Incidental Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Consultant that any such person or entity, other than City and Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

XX. Miscellaneous Provisions

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. Venue: This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. Time: All times stated herein or in any other contract documents are of the essence.

E. Binding: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

G. Waiver: In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

XXI. Fleet Compliance Disclosure

Vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

XXII. Entire Agreement

This instrument and any attachments hereto constitute the entire Agreement between the City and Consultant concerning the subject matter hereof.

XXIII. Authority to Execute

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

XXIV. Counterparts

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

END OF TEXT - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Leathers & Associates, inc.
A Corporation

(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)

ML
7/30/25
Date

16-1427912
Tax I.D. Number

Marc Leathers
Signature

Marc Leathers
Signature

Marc Leathers
Print Name

Marc Leathers
Print Name

President
Title

Secretary
Title

CITY OF FOLSOM, A Municipal Corporation: Stacey Hector



Date Bryan Whitemyer, City Manager

ATTEST: FUNDING AVAILABLE:

Christa Freemantle, City Clerk Date Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT: ORIGINAL APPROVED AS TO FORM:

[Signature] 9/5/2025
Kelly Gonzalez, Date Steven Wang, City Attorney Date
Director of Parks & Recreation

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED. A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

EXHIBIT A
SCOPE OF WORK

See the following pages.

Date: 8/29/2025



PRELIMINARY PROPOSAL

Scope of Services and Proposal
for the construction of a new Leathers Playground
at City of Folsom

Project Summary:

Play Area (sf): 12,500
Build Method: Volunteer
Surfacing choice: Engineered Wood Fiber

City of Folsom
50 Natoma Street
Folsom
CA, 95630

Construction Week: [TBD Date]

PLEASE READ THIS ENTIRE PRELIMINARY PROPOSAL, HEREINAFTER CALLED PROPOSAL. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees outlined here will vary only if additional work is requested or required. Examples of work that would generate additional fees include details above and beyond those necessary for us to build the project, a major change in project's scope, or a change of site.

The construction phase will not change except by mutual agreement between Leathers & Associates and the community. Certain conditions may be encountered during construction that significantly affects consultants' total number of hours. Variables such as weather and low volunteer turnout are impossible to identify until the time of construction and may affect the total hour's necessary for construction consultation. However, additional fees will be charged only if construction continues beyond the final scheduled day.

The following pages contain an outline of the services we are to provide. Please contact us If you have any questions about this proposal.

This proposal is valid through 11/27/2025

PO Box 3364
Jupiter, FL 33469-9998
Toll Free 877-564-6464
www.playgroundsbyleathers.com

The following is an outline of fees for Leathers & Associates' professional services & materials:

Schematic Design Phase

<u>Preliminary Playground Design Fee:</u>	\$	6,320.00
Schematic drawing, estimated budget, preliminary components list, fundraising tool.		
<u>Development, Construction Documents, Final Design Fee:</u>	\$	33,250.00
Working drawings and specifications for our consultants.		
<u>Project Management / Materials Management Fee:</u>	\$	4,500.00
Project management services, Materials list, Tools list, Volunteers estimates.		
<u>PIP Rubber surface specifications Fee: (if applicable)</u>	\$	-
Additional drawings to be provided for your surface installer		

Construction scheduling

<u>Construction scheduling Fee:</u>	\$	950.00
Confirms your construction date.		

Organization Phase

<u>Organization Phase Fee:</u>	\$	2,350.00
<u>Estimated travel expenses</u>	\$	1,700.00

Construction Consultation

<u>Construction Consultants Fee: (Estimated 6 days)</u>	\$	44,874.00
<u>Estimated travel expenses</u>	\$	10,125.00

Estimated outsourced Engineering allowance \$ 7,500.00

Total fees for L&A \$ 111,569.00

Estimated Materials - provided by the client

<u>Estimated materials /w Shipping</u>	\$	385,000.00
<u>Estimated Surfacing</u> - Engineered Wood Fiber	\$	30,000.00

SUB-TOTAL \$ 526,569.00

<u>Materials contingency- provided by the client</u>	\$	9,625.00
<u>Project contingency - provided by the client</u>	\$	9,625.00

TOTAL ESTIMATED BUDGET \$ 545,819.00

L&A Rate Schedule		Staff/Role
\$	185.00 /Hr.	Sr. Designer
\$	145.00 /Hr.	Designer
\$	135.00 /Hr.	CAD specialist
\$	110.00 /Hr.	Project Manager
\$	75.00 /Hr.	Administrative
\$	165.00 /Hr.	Construction Consultant

BASIC SERVICES The Basic Services consist of the phases described below.

DESIGN PHASE

Preliminary Design

A representative of Leathers & Associates shall consult with the client to ascertain the requirements of the project and on establishing design goals and the initial scope of the project. The firm shall prepare schematic design studies, consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the client.

Leathers & Associates will prepare and provide a preliminary budget summary based on the information gathered during the preliminary design. In addition, the firm will provide a preliminary components list to assist the clients' fundraising efforts, as well as an electronic fundraising tool to help manage financial goals.

Development & Final Design

Leathers & Associates shall review and consult with the committee on the schematic design and shall incorporate the design feedback requested by the committee. Leathers & Associates shall refine and change the schematic design to conform with the current safety and accessibility guidelines (ASTM F1487, CPSC Pub. No. 325, and ADA requirements) and to fit site and utility requirements. Individual details, traffic flow and budget constraints shall be considered.

Construction Documents

Leathers & Associates shall prepare from the schematic design, for approval by the client, the working drawings and specifications setting forth the requirements for the construction of the entire project. These documents typically consist of plan view drawings, site drawing with stakeout and post information. Upon completion of the final design, we will produce a rendering drawing.

Leathers & Associates shall assist the client in filing the required documents for the approval of governmental authorities having jurisdiction over the project. It is, however, the client's responsibility to identify any such requirements and authorities and to follow through with any required filings.

Project Management Services

The client will be assigned a project manager, who will serve as the client's main contact from shortly after the Design Phase through the construction of the project. The project manager is available from 8 a.m. to 5 p.m. Eastern Time and can be reached by telephone or email. If the project extends past the initially agreed upon construction date, there may be additional project management fees. This service also provides the client with a custom comprehensive tools list, detailing all of the tools required to complete the construction of the project. In addition, we will provide the client with an estimate and schedule for the number of volunteers the project will need to complete construction.

Materials Management

Leathers & Associates shall provide the client with a Materials List, enabling the client to purchase or obtain donations for all materials necessary for the completion of the project. A suppliers list and specifications for materials are part of this list.

CONSTRUCTION SCEDULING

Construction scheduling Fee

This fee reserves your construction dates. Dates are available on a first come first serve basis. The earlier you confirm your dates the more likely you are to get your first choice. Once confirmed if you change your dates, you may be charged an additional fee.

ORGANIZATION PHASE

Organization Phase Fee

Leathers & Associates shall provide organizing and coordinating assistance and support by phone to the committee. A representative of Leathers & Associates shall also conduct Organization Day meetings with the client.

CONSTRUCTION CONSULTATION

Construction Consultants Fee

Leathers & Associates shall provide construction consultants who will be present at the site during construction. The consultants shall work with the committee during construction to provide observation of construction and interpretation of drawings.

The construction consultants shall familiarize themselves generally with the progress and quality of the work and determine in general if the work is proceeding in accordance with the construction drawings. The construction consultants shall be the interpreters of the requirements of the construction documents and the impartial judges of the performance thereunder by the volunteers.

The construction consultants shall have the authority to reject work that does not conform to the construction documents. Whenever, in their reasonable opinion, they consider it necessary or advisable to ensure the proper implementation of the intent of the construction documents, they shall have authority to require replacement of any work at any stage of construction. The construction consultants' decisions shall be final if consistent with the intent of the construction documents.

The construction consultants shall conduct a final inspection upon substantial completion of the work and shall prepare a punch list for the committee's use to accomplish full completion of the project.

Leathers & Associates shall receive and review the punch list and shall issue a certificate of substantial completion.

ESTIMATED MATERIALS

As part of a budget overview we have estimated the cost for the main materials for the project. As part of a community-built project it's anticipated that some materials and services will be donated. Your project manager will review the materials list with you for a complete understanding.

For budget proposes we have estimated the cost of the materials necessary for the project. This is just an estimate until we develop the schematic design and obtain actual estimates. Upon completion of the design development the client will be given the necessary materials to obtain final estimates. Materials and shipping estimates may change between your Design Phase and the construction.

Surfacing can be a large percentage of the projects budget depending on the clients' requirements; therefore, this line item has been broken out for review.

CONTINGENCIES

We have included contingencies to help ensure trying to keep the project on budget. While the contingencies can be used together, we have broken them down into two categories. The first is a material contingency. This may typically be used during construction to cover any last-minute materials developments. The second is a project contingency. This is to cover any miscellaneous costs during the entire project from pre-construction through construction.

TOTAL ESTIMATED BUDGET

The total estimated budget is the total anticipated cost to complete the project including contingencies. Some estimates like shipping may change right up to the time you place your orders. It's important that the materials coordinator monitors the budget throughout the project. We continuously assist the client to track and ensure the project stays on

TRAVEL FEES

Travel fees are included in this proposal

PAYMENT OF FEES

Payments will be base on the shceduel outline below.

Phase / Fee	Approximate Due dates
Preliminary Playground Design Fee	Upon receiving schematic
Development/Construction Documents Fee	Upon receiving documents
Project Management / Materials Management Fee	Upon signed contract
PIP Rubber surface specifications Fee	Upon receiving documents
Construction scheduling Fee	Upon selectign construction dates
Organization phase	Completion of Organization Day
Construction phase	Last day of construction date

All invoices are subject to a 1.5% per month surcharge on any unpaid balance after the due date (annual percentage rate of 18%).

AUTHORIZATION

Marc Leathers
Owner - Marc Leathers
Leathers & Associates, Inc.

Date: 7/30/2025

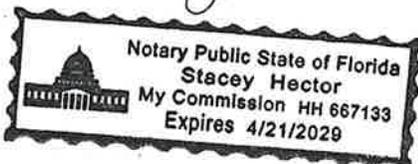
Marc Leathers
Secretary - Marc Leathers
Leathers & Associates, Inc.

Date: 7/30/2025

Authorized Representative
City of Folsom

Date: _____

Stacey Hector



PO Box 3364
Jupiter, FL 33469-9998
Toll Free 877-564-6464
www.playgroundsbyleathers.com

EXHIBIT A-1
SCOPE OF WORK

See the following pages.

Folsom, CA Estimated timeline

Date	Description	Offset days
6/26/2025	Local event collecting feedback	19
7/15/2025	Design day	20
8/4/2025	Client submits design criteria	1
8/5/2025	L&A starts development of schematic drawing	17
8/22/2025	Client receives schematic design	14
9/5/2025	Client submits design feedback on schematic drawing	3
9/8/2025	L&A starts development drawing	18
9/26/2025	Finish development drawings	7
10/3/2025	Client approves drawings	2
10/5/2025	Client orders materials	
	Community design reveal	
9/20/2025	Demo PG	12
2/1/2026	Earliest materials can be delivered	119
2/15/2026	Buffer	14
2/16/2026	Start construction	1
2/23/2026	Finish construction	7
3/2/2026	Install safety surfacing	7
3/9/2026	Earliest playground can be open	7

EXHIBIT B

INSURANCE

NOTE: The word "Consultant" in this Exhibit refers to either "Consultant" or "Contractor" as the term is used in the Agreement/Contract to which this Exhibit is attached.

- A. During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:
1. General Liability:
 - a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
 - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
 - c. Claims-made coverage is not acceptable.
 - d. The limits of liability shall not be less than:
Each occurrence: One Million Dollars (\$1,000,000)

Products & Completed Operations: One Million Dollars (\$1,000,000)

Personal & Advertising Injury: One Million Dollars (\$1,000,000)
 - e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
 - f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
 - g. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
 2. Automobile Liability:
 - a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
 - b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).

- c. The limits of liability per accident shall not be less than:
Combined Single Limit One Million Dollars (\$1,000,000)
 - d. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.
3. Workers' Compensation
- a. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employer's Liability coverage.
 - b. Employer's Liability Coverage with a limit not less than \$1,000,000 per accident for bodily injury and disease.
 - c. Consultant shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.
4. Insurance Required in the Supplementary Conditions: Consultant shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.
5. Professional Liability Insurance
If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per occurrence.
6. Other Insurance Provisions:
- a. The Consultant's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
 - i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant in a form acceptable to the City Attorney.
 - ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage, shall be provided to the City.
 - iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - b. For any claims related to the project, the Consultant's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its

officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
 - d. The Consultant's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
 - e. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.
7. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
 8. The Consultant shall furnish the City with Certificates of Insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. **The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**
 9. The Consultant shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.
 10. Such report shall contain:
 - a. the date and time of the occurrence,
 - b. the names and addresses of all persons involved, and
 - c. a description of the accident or occurrence and the nature and extent of the injury or damage.
 11. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
 12. If the Consultant fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.

13. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
14. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
15. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
16. In the event Consultant carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Consultant's Excess Liability Coverage.

EXHIBIT C

SPECIAL PROVISIONS (ENGINEERING DESIGN)

1. Record Retention

The Consultant agrees to keep proper books of records and account in which complete and correct entries will be made of payroll costs, travel, subsistence and field expenses.

Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by the City.

2. Accuracy and Completeness

The Consultant has total responsibility for the accuracy and completeness of the investigations, calculations, reports, plans and related designs, specifications, and estimates prepared for the Project and shall check all such material accordingly. The plans will be reviewed by City for conformity with Project objectives and compliance with City Standards. Reviews by City do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely with the Consultant.

The Consultant shall provide an independent analysis of all structural computations and plans submitted to the City. The independent analysis shall be performed by an engineer licensed in the appropriate discipline. The signature of the checker shall appear on all plan sheets.

In the event that the items requiring interpretation in the drawings or specification are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by City as to the proper procedure to be followed. Corrective action taken will either be in the form of an addendum prepared by the Consultant and issued by City or by a covering change order after the award of the construction contract.

During construction, the Consultant shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders resulting from negligent errors and omissions of the Consultant. Such drawings shall be requested in writing from the Consultant by City and shall be furnished at no additional cost to City. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to City for duplication and distribution.

3. Professional Seal

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer responsible for their preparation. The signature and registration number of the checker shall also appear on all sheets.

4. Sole Source Materials or Equipment

The Consultant or its subconsultants shall not incorporate in the design any materials or equipment of single or sole source origin without prior written approval of the City.

5. Documentation

The Consultant shall document the results of all work to the satisfaction of the City. This may include, but not be limited to, preparation of progress and final reports, calculations, and construction records.

6. Ownership of Documents

Tracings, plans, specifications, maps and as-built plans prepared or obtained under this Agreement shall be delivered to and become the property of the City. The basic survey notes and sketches, charts, computations and other data prepared under this Agreement shall be made available upon request to the City without restriction or limitation on their use. City may revise documents on other projects at its own risk.

7. Copyrights

The City shall have the right to use of reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities, or construction of new facilities without additional compensation to the Consultant or without restriction or limitation on its use. The City will hold harmless the Consultant for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless the City obtains a validation of that use or reuse from the Consultant.

8. Changes in Work

The City reserves the right to change the scope of work as necessary to complete the project. In the event that such a change would materially change the amount or character of the work reasonably considered necessary to be performed under the original scope of this Agreement, an Agreement adjustment shall be negotiated based upon the estimated number of hours the revised or added task would consume based upon the unit rates as shown in Exhibit A.

9. Construction Plans and Specifications

All construction plans prepared in accordance with this agreement shall be ink on Mylar drawings using the release of AutoCAD by Autodesk that is compatible with the City's release at the time of the Agreement. Library files associated with the plans shall be included with this submittal. Final as-built drawings will be on mylar.

All construction plans and specifications prepared in accordance with this agreement shall be submitted in final form to the City on a flash drive as well as a hard copy of final specifications. "Microsoft Word" software shall be used for producing specifications.

10. Compliance with Law

Consultant shall prepare plans and construction documents in compliance with all applicable requirements of all federal, state, and local laws, codes, rules, regulations, ordinances, and standards, including, but not limited to the requirements of The American Disabilities Act.