

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 7th day of February 2023, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Architerra Design Group, whose address is 10221-A Trademark Street, Rancho Cucamonga CA 91730 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide professional services for construction and bid documents for the Veterans and First Responders Memorial Plaza; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after two (2) (max. 3) year(s) unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: per Scope of Services see Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Richard Krumwiede as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Eighty Seven Thousand Seven Hundred Five Dollars and zero Cents (\$87,705).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the

Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA.

Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except

after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this

Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR’S proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to

CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours

and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

CITY:

CITY OF BEAUMONT

By: _____
Mayor, Julio Martinez

CONTRACTOR:

Richard Krumwiede
President

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL

(insert behind this page)

2. **City of Yucaipa (2016-2021)**, Paul Toomey, Director of Community Development, (909) 797-2489 ext. 247, 34272 Yucaipa Boulevard, Yucaipa, CA 92399. Email: ptoomey@yucaipa.org
 - Five Winds Park
 - Uptown Park and Entertainment Venue
 - Wilson III Basin Park
3. **City of Pomona (2011-current)**, Matt Pilarz, Senior Civil Engineer, (909) 620-3652, 505 South Garey Avenue, Pomona, CA 91769. Email: Matt_Pilarz@ci.pomona.ca.us
 - Phil & Nell Soto Nature Park
 - Hamilton Park
4. **City of Claremont (2015-2019)**, Kristin Mikula, Community & Human Services Manager, (909) 399-5433, 1700 Danbury Road, Claremont, CA 91711. Email: kmikula@ci.claremont.ca.us
 - College Park Irrigation Redesign/Retrofit
 - Shelton Park Water-wise Redesign
 - City Hall Campus Water-wise Redesign
 - Padua Park Bio-swale Design
5. **County of San Bernardino Special Districts (2008-current)**, Phil Krause, District Planner, (909) 241-4233, 222 W. Hospitality Lane, 2nd Floor, San Bernardino, CA 92415. Email: phil.krause@sdd.sbcounty.gov
 - Etiwanda Preserve Master Plan
 - Spring Valley Lake Entry Monument
 - Lake Arrowhead Dam Community Park Master Plan
 - Joshua Tree Desert Conservation Area Master Plan

SCOPE OF SERVICES

Our team understands the City is seeking the design development, construction documents and construction administration services for the Veterans and Public Safety Plaza, located at the Beaumont Civic Center, 550 E. 6th Street, Beaumont, CA. The City wishes to renovate the plaza with updated amenities which may include lighting, hardscape, water feature, seat walls, and updated planting and irrigation.

ADG has reviewed the scope of service requirements identified in the RFP. Based on these requirements, ADG, and its team of consultants, agree to provide the following services for the site as indicated below. All plans will be prepared in accordance with ADA guidelines. Subconsultant proposals are included in our separate fee envelope to provide further detail.

TASK 1. Design Development Phase:

1. Project Kick-Off meeting with City to discuss the project goals and schedules.
2. Civil Engineer/Surveyor Services – (Madole and Associates, Inc.)

- a. Perform topographic survey to locate trees, walkways, streetlights, utilities and building features along with the current grades and features at the existing Memorial Plaza from 6th Street and Magnolia to 6th Street and Orange. Establish vertical control from nearby benchmark or GPS data.
 - b. Prepare topographic survey plat in AutoCAD format to illustrate found centerline monuments, right of way for adjacent public streets and survey data with callouts and vertical elevations.
3. Coordination with Civil Engineer on preparation of the topographic survey.
 4. CAD Base Sheet Development @ 1/6-scale, on 24"x36" sheet format utilizing City Approved Title Block, 1 sheet total. CAD Base will show all features listed in conceptual plan, utilizing the new AutoCAD topographic survey information.
 5. Water Feature Schematic Design – (California Waters) Provide one (1) schematic design set of drawings that address fountain footprint, equipment location, piping corridor, filtration system design and overall aesthetic design. (on 24" x 36" sheets).
 6. Water Feature Design Development – (California Waters) Provide one (1) design development set of drawings that address hydraulic requirements, surge tank requirements (if required) and development drawings for the equipment room/below grade vault, pump system and waterproofing of the water feature. (on 24" x 36" sheets). Provide an Engineer's opinion construction cost estimate to construct the water feature.
 7. Coordination with Water Feature consultant on design intent and site constraints.
 8. Review final Design Base Information and Water Feature Schematic and Design Development Plans with City Staff for final approval (one (1) meeting anticipated).
 9. Project Administration (Bi-Weekly Status Report and Project Scheduling).
 10. Telephone Consultation.

TASK 2. Construction Document Phase:

1. Title Sheet Preparation using city title block format (24" x 36" sheet).
2. Demolition Plan showing all proposed removals and items to remain (1 sheet @ 1/6-scale on 24" x 36").
3. Prepare Grading/Drainage Plan utilizing site survey to include detailing high points, finish grades and finish surface elevations for all hardscape, walls, and planter areas (1 sheet @ 1/6-scale on 24" x 36").
4. Prepare Construction Plan to include layout and detailing of hardscape, seat walls, benches, fencing, and other site amenities (1 sheet @ 1/6-scale on 24" x 36").

5. Prepare Construction and Grading Details for all proposed elements, including seat walls, columns, donor brick walls, water features, flagpoles, light post fixtures, existing clock relocation and paving.
6. Design of statuary and memorial elements (plaques, benches, signage, etc.) for incorporation into the plaza by others.
7. Coordination with Structural Engineer Subconsultant (RGSE Structural Engineers) for review of details.
8. Coordination with Electrical Engineer Subconsultant (JCA Engineering, Inc.) for review light pole layout, fixture type with cut sheets and details.
9. Coordination with Water Feature Subconsultant (California Waters) for design layout and construction materials/finishes related to the water features and equipment room/vault location.
10. Site visit to document existing irrigation design (P.O.C., mainline locations/valves/controller) with City of Beaumont Maintenance personnel. In addition, the visit will be utilized to obtain soils sample for agronomic soils analysis by lab.
11. Prepare an Irrigation Modification Plan showing existing and new equipment (1 sheet @ 1/6-scale on 24" x 36").
12. Irrigation Detail Preparation.
13. Prepare Water Efficiency Landscape Worksheet. *
14. Prepare 2 Irrigation Controller Charts. *
15. Prepare a Tree, Shrub, and Ground Cover Planting Plan showing plant additions (1 sheet @ 1/6-scale on 24" x 36").
16. Planting Detail Preparation.
17. Construction, Irrigation, and Planting Specifications.
18. Preparation of final construction quantities and Cost Estimate.
19. Provide Soils Test and Soils Management Report. *
20. City/Agency Progress Meeting. (one virtual).
21. Provide revisions necessary as part of the agency plan check review.
22. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
23. Telephone Consultation.
24. Water Feature Design and Engineering services will include:

- a. Electrical Design – One (1) set of electrical construction documents (on 24" x 36" sheets).
 - b. Structural Design – One (1) set of structural construction documents (on 24" x 36" sheets).
 - c. Construction Documentation – One (1) set of final construction documents (on 24" x 36" sheets).
 - d. Provide revisions necessary as a part of the Building Department review.
25. Structural Engineering services will include:
- a. Structural review of construction details for relocated historic clock and veterans/first responder flagpoles.
 - b. Stamped engineered drawings and structural calculations for construction details related to the clock and flagpoles.

TASK 3. Electrical Engineering Phase:

1. Design of final power system from existing site service to each new light fixture including electrical controls and all fixture and equipment specifications (on 24" x 36" sheets).
2. Design of new security pole mounted plaza courtyard lighting to meet all building codes presently adopted by the authority having jurisdiction.
3. Design new flagpole and monument exterior up lighting.
4. Design power pedestal with general power outlets to meet Owner’s requirements at exterior plaza area for portable audio connection.
5. Design power connection to water features.
6. Coordinate with Owner’s security surveillance specialist to determine all requirements. Owner to provide manufacture, model numbers and cut sheets for all new devices/cabling to be installed.
7. Design extension of existing on-site security surveillance system to new camera locations in new plaza area.
8. Design and specification of site electronic surveillance system raceways, cabling, and cameras.
9. Design location of new cameras from redline drawings provided by Client.
10. Provide structural pole base calculations for new plaza light pole base. (one structural calculation included)
11. Provide site lighting photometric illumination point by point drawing for walkways, playground, as required.
12. Provide revisions necessary as a part of the Building Department review.
13. Determining the exact loads for the existing sub-panels. JCA shall provide estimated load from existing circuit breakers in panel of Owner shall hire a

licensed electrician to install a digital load recording meter to record the load on each phase of each sub-panel. Recording meter shall be connected to each panel for a minimum of two weeks and meter shall provide a printed or electronic report.

14. Prepare Site Lighting Photometric Plans for proposed light fixtures within the plaza area.
15. Prepare Outdoor Title 24 Plans for new plaza lighting, if required.

TASK 4. Construction Administration Phase:

1. Pre-construction meeting (1 meeting).
2. Submittal Review.
3. Request for Information (RFI) responses.
4. Construction observation site visits (ADG): drainage/grading (1), hardscape/equipment installation and surfacing layout (3), irrigation layout (1), plant material layout review (1), and final completion/release to maintenance (1). (seven visits total)
5. Preparation of site review reports for submittal to Client for review, and contractor for correction. (seven reports total)
6. Electrical Engineering (JCA Engineering, Inc.) - Construction administration to review site electrical installation (two site visits/reports).
7. Water Feature (California Waters) - Construction administration to review site Water Feature installation (two site visits/reports).
8. Project Administration and Telephone Consultation.

During Project site visits ADG will review the progress of construction and to see of the work completed is generally consistent with the intent of ADG's Construction Documents. Although ADG may observe and identify potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.

INSURANCE

We can provide the City with the requested insurance limits and accept the revised Professional Services Agreement language modification of Section 8. Indemnification as listed in Addendum No. 1 dated December 9th, 2022.

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)