

**PROFESSIONAL DESIGN SERVICES AGREEMENT**

Design and Construction Document Preparation for the West Roseville Soccer Complex

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the City of Roseville, a municipal corporation (“CITY”), and Verde Design,  
Inc., a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of design and  
construction document preparation for the West Roseville Soccer Complex; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #13-095 dated  
May 3, 2021, which describes the scope of work to be performed by CONSULTANT, the budget  
for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional  
design services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of  
services as described in EXHIBIT “A,” attached hereto and incorporated herein by this  
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be  
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed eight hundred twenty-six thousand, two hundred forty-five dollars (\$826,245).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY’s own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY’s indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions (“SIR”) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

10. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

11. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

12. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

13. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

14. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. Copyright, Ownership and Use of Materials. All tangible materials (“Material”) created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

17. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

20. Severability. If any of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

21. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Tara Gee  
Parks, Recreation & Libraries  
316 Vernon Street  
Roseville, CA 95678

CONSULTANT

Mark Baginski  
Verde Design, Inc.  
1843 Iron Point Road, Suite 140  
Folsom, CA 95630

Either party may amend its address for notice by giving notice to the other party in writing.

22. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_ day of \_\_\_\_\_, 20 \_\_, and CONSULTANT has caused this Agreement to be executed.

**[SIGNATURES ON FOLLOWING PAGE]**

CITY OF ROSEVILLE, a  
municipal corporation

VERDE DESIGN, INC., a  
California corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
MICHELLE SHEIDENBERGER  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller  
JILL GELLER  
Parks, Recreation & Libraries Director

BY: [Signature]  
its: PRESIDENT  
DEREK C. McQUEEN  
and  
BY: [Signature]  
its: C.F.O.

EXHIBIT "A"

# TAB E: PROJECT PLAN



## PROJECT PLAN (SCOPE OF WORK)

The following detailed scope of services is an approach to completing the master planning and construction documentation for the City of Roseville's (City) Soccer Complex, located in West Roseville.

### PHASE I – MASTER PLANNING

This phase is to develop a master plan that reflects the needs and input of the public and user groups through public outreach programs and input from the City's Parks & Recreation Department. The consultant team will participate in up to three (3) public presentation/workshops and will attend up to three (3) City staff meetings to review input from each public outreach meeting. The consultant will prepare a preliminary plan and cost estimate based on the feedback collected, meet with the City to review, and based on input received, prepare a final master plan with cost estimate for approval.

### KICK-OFF MEETING

- A. Establish files and in-house documentation.
- B. Meet with City staff to review project requirements, and existing information, and to determine the project intent, scope, budget, and timetable.
  - a. Identification of roles and responsibilities of City staff and consultant team.
  - b. Review proposed park amenities, improvements and steps toward input, and consensus and development of the design process.
  - c. Review or develop the project's goals and objectives with City staff.
  - d. Determine and request all available site and City data, maps, as-builts, reports, standard provisions and details; and codes, ordinances, and policies pertaining to the proposed project designs.
  - e. Review draft project schedule of tasks for each phase of the design process including all public outreach meetings, and City meetings.
  - f. Initiate design log for tracking outstanding and undecided item.

### PROJECT START-UP

- A. Consultant to initiate topographic and underground

- utility survey and geotechnical report.
- B. Visit the project site and investigate existing site conditions to identify opportunities and constraints, as well as to verify the presence of existing utilities and improvements in field with the survey.
- C. Review data pertinent to the project, including available right-of-way documents, as-built documents, and previous improvement plans; the City's design and procedures manual and improvement standards; and codes, ordinances, and policies pertaining to the proposed project design.
- D. Prepare a discussion comparing synthetic turf versus natural grass systems to inform the decision process.
  - a. Use hours of sports to allow natural grass to be sustainable.
  - b. Maintenance and operational costs.
  - c. Life cycle costs.
  - d. Pros and cons of each system.
- E. Identify the undecided items and develop a path for resolution. Track these via our design log.

The consultant team will support public outreach meeting efforts which will include preparing graphics, and preparation of announcement flyers.

### PART A - PUBLIC OUTREACH MEETING (1)

- A. Prepare two (2) color graphics and a matrix of program of items based on the preliminary concept plan and RFP. This includes six (6) fields, a parking lot with a preferred 95 spaces per-field, restroom, warmup area, shaded large group area, which could serve as tournament check-in, porta potties area, maintenance yard, lighting, and trees. The prepared graphics will be in conjunction with the City and is intended to guide the public outreach input discussion.
- B. Virtual meeting with the City to have an interim review of the two (2) color graphics and receive any comments or feedback.
- C. Prepare public outreach meeting materials consisting of site furnishings, sports field lighting, play equipment developed from City standards, existing sports parks and information discussed with City staff. This and other information are intended to encourage feedback and input necessary to develop at least two (2)

# TAB E: PROJECT PLAN



- alternative master plans.
- a. Set up plan graphics and exhibits for review with City staff for approval.
- D. Meet with the City to review all materials and graphics for approval.
- E. Prepare sign in sheets, assist City staff with set up, and conduct public outreach meeting.
- F. Based on input at the public outreach meeting and City staff input, prepare a minimum of two (2) alternative master plans. Master plan will include:
  - a. A graphic rendering.
  - b. Labels for elements such as, but not limited to:
    - i. Site furnishings, site elements, fields, buildings, parking, playgrounds, bocce courts, and other program elements
  - c. Dimensions of key elements to clarify intent including field sizes, parking layouts, etc.
- G. Prepare meeting minutes of the public meeting for Client review including all exhibits.
- H. Prepare and provide Rough Order of Magnitude (ROM) construction cost estimates based on the two alternative master plans.
  - a. Provide utility costing, site work, materials and restroom costs (from prefabricated manufacturers).
- I. Review CEQA and environmental information provided from City and identify any possible impediments.
- J. Meet with City staff to review comments on the two alternative master plans and ROM construction cost estimates.
- K. Revise the alternative master plans and estimates to reflect City comments and address outside agency requirements.

## PART B – PUBLIC OUTREACH MEETING (2)

- A. Prepare materials for public outreach meeting.
  - a. Prepare exhibits and sign in sheets.
  - b. Review materials with City staff.
- B. Conduct meeting to review two (2) alternative master plans based on the public outreach input meeting 1.
- C. Record comments and identify a preferred alternative master plan (note - this may likely be a hybrid of the two which we will revise into the preferred alternative plan).

- D. Prepare preferred master plan document and estimate of probable construction costs.
  - a. Fully labeled and rendered master plan.
  - b. Rough grading and drainage plan will be provided for the preferred master plan.
  - c. On a separate plan sheet, consultant will provide utility improvements.
- E. Project administration.

## PART C - PUBLIC OUTREACH MEETING (3)

- A. Prepare presentation materials for final public outreach meeting.
- B. Materials may include providing them electronically and on presentation boards.
- C. Attend and assist City staff at the meetings.
- D. The Consultant will await direction as to the next steps pending approval of the master plan.

## PHASE II – CONSTRUCTION DOCUMENTS

This phase is to develop the approved master plan that meets the needs of the public outreach programs and approved by the City's Parks & Recreation Department, to incorporate best practices, inclusionary design, and comply with all current codes and regulations, ADA, and connectivity with park pathways. Additionally, the consultant will comply with any Conditions-of-Approval (COA) to accomplish the delivery of the project in an expeditious manner.

## 30% DESIGN DEVELOPMENT

- A. Develop the master plan into a 30% Design Development (DD) submittal level.
- B. DD / 30% CD submittal package, will include the following:
  - a. Drawings.
    - i. Cover sheet/signature plan
    - ii. Existing conditions plan
    - iii. Demolition plan
    - iv. Erosion control plan
    - v. Accessible path of travel plan
    - vi. Grading plans
    - vii. Drainage and utility plans
    - viii. Layout plan

# TAB E: PROJECT PLAN



- ix. Material and detail reference plans
  - x. Irrigation plan and details
  - xi. Planting plan and details
  - xii. Construction details – City's standard details and project unique details
  - xiii. Pre-engineered restroom building plans - pre-fabricated manufacturer
  - xiv. Electrical plans, single line diagrams, Title-24 plans and calculations.
- C. Critical path schedule.
- D. Engineer's cost estimate.
- E. Technical project specifications utilizing City standards (front end and technical specifications provided by City).
- F. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- G. Product and materials cut sheets.
- H. Project submittal booklet containing:
- a. Progress drawings, specifications, updated estimate of costs, update schedule, updated design log.
- I. Internal redline review and Quality Control.
- J. Submit DD /30% CD Package (digitally) to the City for review and approval.
- K. Attend (1) one meeting with City staff to review DD/30% CD package and receive comments and feedback and authorization to move forward with construction documents.
- L. Project administration, as required to coordinate work with the City and subconsultants.
- vi. Grading plans
  - vii. Drainage and utility plans
  - viii. Layout plans
  - ix. Material and detail reference plans
  - x. Irrigation plans and details
  - xi. Planting plans and details
  - xii. Construction details – City's standard details and project unique details
  - xiii. Pre-engineered restroom building plans – prefabricated manufacturer
  - xiv. Structural details
  - xv. Electrical plans, single line diagrams, Title-24 plans and calculations
- b. Technical project specifications.
- c. Critical path schedule.
- d. Coordinate with City departments throughout development of the documents.
- e. Product and materials cut sheets.
- f. Project submittal booklet containing:
- i. Progress drawings, specifications, updated estimate of costs, update schedule, updated Design Log
- C. Internal redline review and Quality Control.
- D. Submit 90% CD submittal to Parks and Building Department (digital submittal) for review and approval to proceed to 100% construction documents production (plans will comply with the electronic plan review document submittal requirements).
- E. Attend (1) one meeting with City staff to review 90% CD and receive comments and feedback.

## 90% CD / BUILDING PERMIT SUBMITTAL

- A. Incorporate comments received from DD / 30% CD submittal and develop documentation to 90% CD submittal level.
- B. 90% CD submittal package will include the following:
  - a. Drawings.
    - i. Cover sheet/signature plan
    - ii. Survey of existing conditions plan
    - iii. Demolition plans
    - iv. Erosion control plan
    - v. Accessible path of travel plan

## 100% CD/BUILDING PERMIT SUBMITTAL

- A. Following receipt of City comments, we shall proceed to complete the 100% CD bid package submittal.
- B. Incorporate 90% CD comments and any technical data.
- C. 100% CD/submittal package will include the following:
  - a. Construction drawings.
  - b. Technical specifications.
  - c. Coordinate with City departments throughout.
- D. Internal redline review and Quality Control.
- E. Submit 100% CD submittal to Parks Department (digi-

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tal submittal) for permitting (plans will comply with the electronic plan review document submittal requirements).

- F. Attend (1) one meeting with City to review 100% CD and receive comments and feedback.

## PART E - BACK CHECK 100% CD SUBMITTAL

- A. Following receipt of City comments, we shall proceed to complete the 100% CD bid package submittal.
- B. Incorporate 100% CD comments and any technical data as submittal.
- C. Internal redline review and Quality Control.
- D. 100% CD/submittal package will include the following:
  - a. Construction drawings.
  - b. Specifications.
- E. Submit 100% CD submittal to Parks Department (digital submittal) and three (3) hardcopies for permitting (plans will comply with the electronic plan review document submittal requirements).

## PHASE III – CONSTRUCTION ADMINISTRATION (OPTIONAL SERVICES UPON REQUEST)

Bidding and construction services are based on our current understanding of the project scope, schedule and delivery method. Changes beyond our control may impact the necessary scope of construction services beyond those listed. Minimum proposed construction administration services are as follows:

### BIDDING AND CONSTRUCTION SERVICES

- A. Bidding assistance:
  - a. Assist City in distribution of bid sets to pre-selected bidders.
  - b. Attend pre-bid conference.
  - c. Prepare written addenda, technical information, supplemental drawings or specifications to answer bidder's written questions.
  - d. Attend bid opening.
  - e. Prepare bid analysis memorandum and recommended qualified low bidder.
- B. Construction administration services:

- a. Attend one (1) pre-construction kick-off meeting.
- b. Attend up to five (5) weekly site meetings.
- c. Provide up to five (5) weekly site observations, concurrent with weekly meetings, and review as required, considering weather and construction schedule.
- d. Process and coordinate submittals and shop drawings, five (5) times.
- e. Respond to questions, RFI responses, clarifications, substitution requests and assist with change orders if necessary.
- f. Attend substantial completion walk-through and generate punch list.
- g. One (1) final site walk with contractor and owner to accept project.
- h. Review as-built plans.
- i. Warranty evaluation.
- j. Project closeout.

## PROJECT SCHEDULE

Verde Design estimates the following project schedule based on the above scope starting in May of 2021:

<u>Task</u>	<u>Duration</u>
<b>Phase I - Master Plan</b>	
A. Kickoff Meeting	1 day - July
B. Project Start-up	4 weeks
C. Public Outreach meeting (1)	2 weeks
D. City Review meeting (1)	1 day
E. Public Outreach meeting (2)	2 weeks
F. City Review meeting (2)	1 day
G. Public Outreach meeting (3)	2 weeks
H. City Review meeting (3)	1 day
<b>Phase II – Construction Documents and Specifications</b>	
A. 30% Design Development	6 weeks
B. Submit 30% for City Review	4 weeks
C. 90% CD Submittal	8 weeks
D. Submit 90% for City Review	4 weeks
E. 100% CD Submittal	4 weeks
F. Submit 100% for City/Permit Review	6 weeks
G. Back Check 100% Submittal	2 weeks
H. Final Client Review	2 weeks

# TAB E: PROJECT PLAN



## Phase III – Construction Administration

- A. Bidding 4 weeks
- B. Construction Services 14 - 16 months

**\*Note:** The above timeline includes estimates of City required review times and subsequent work to refine plans and provide electronic resubmittal plans, specifications, and estimates.

## SPECIAL PROVISIONS

Services or information required from the City:

- A. Improvement plans for utilities servicing the site.
- B. Any new development plans that may be related to the project site.
- C. Applicable City standards and guidelines, codes, ordinances and policies pertaining to the project.
- D. City standard provisions.

*Without attempting to be all-inclusive, and for purposes of clarity, the following items are specifically not included in the Scope of Services:*

- A. Meetings other than those listed.
- B. Off-site improvements – streets, traffic lights and utility runs.
- C. Additional renderings or presentations beyond what is included in the scope of work.
- D. Design for areas not identified in the project understanding.
- E. Mechanical engineering and Investigation
- F. Permit fees associated with the project.
- G. Environmental review, studies, or CEQA documentation.
- H. Traffic, environmental, noise or other technical studies
- I. Permit or plan check fees.
- J. Field or laboratory testing of on-site or proposed materials.
- K. QSD work related to developing project SWPPP, NOI, SMARTS Data base, WDID number
- L. QSD/QSP work associated with field inspections, reporting REAP or associated items.
- M. Site built architecture - optional service.
- N. Three dimensional modeling - available as an additional service.



## B. PROPOSED DELIVERABLES

### PHASE I – PROJECT START UP/30% DESIGN DEVELOPMENT

- A. Project schedule.
- B. Summary of collected input from public outreach meeting.
- C. Alternative master plans (2).
- D. ROM construction cost estimates for each alternative master plan.
- E. Summary of collected input public outreach meeting.
- F. Final master plan.
- G. Final estimate of probable costs.
- H. Design Log.

### PHASE II – CONSTRUCTION DOCUMENTATION

- A. 30% Construction Drawings and Specifications (3).
- B. 30% Engineer's cost estimate.
- C. 90% Construction Drawings and Specifications (3).
- D. 90% Engineer's Cost Estimate.
- E. 100% Construction Drawings and Specifications (3).
- F. 100% Engineer's cost estimate.

EXHIBIT "B"

# TAB F: COST PROPOSAL



## PROFESSIONAL COMPENSATION

Based on the City of Roseville's (City) RFP for Design and Construction Document Preparation for the Roseville Soccer Complex, Verde Design respectfully requests the following not-to-exceed fee of **\$796,245 (with reimbursables)**. This fee is based on the anticipated work effort that will be required to successfully complete this project, and is illustrated through our scope of services in our proposal. Services provided beyond our contracted scope will be considered additional services and will be entitled to be billed as noted on the attached rate schedule on a time and material basis. Charges for additional services will be billed separately and will not start without written authorization from the City.

The fees noted below are based on the project schedule contained in the proposal. Should the City delay the project beyond the agreed upon schedule to a level that puts the project on hold longer than thirty (30) consecutive days, a project re-start fee will apply. This fee will be determined at that point based on the amount of downtime and additional work required to reactivate and reschedule work and staff.

### ROSEVILLE SOCCER COMPLEX

INDIVIDUAL TASKS	TOTAL
<b>Phase I - Master Planning</b>	
Kick-Off Meeting	\$ 4,540
Project Start-Up	\$ 66,040
Conceptual Design & Public Outreach Meeting (#1)	\$ 51,845
Public Outreach Meeting (#2)	\$ 27,295
Public Outreach Meeting (#3)	\$ 13,920
	<b>(Phase I Subtotal \$163,640)</b>
<b>Phase II - Construction Documents</b>	
30% Design Development	\$209,365
90% Construction Document Submittal	\$266,460
100% CD / Building Permit Submittal	\$102,130
Back Check 100% Submittal	\$ 46,650
	<b>(Phase II Subtotal \$624,605)</b>
<b>SUBTOTAL</b>	<b>\$796,245 (\$8,000 reimbursables)</b>
<b>Optional Services</b>	
<b>Phase III - Construction Administration</b>	
Bidding Assistance & Construction Services	\$ 42,940
Business Plan/Analysis	\$ 30,000
Stick Frame Building	\$ 75,200
3D Rendering	\$ 11,120

Thank you again for your consideration. As principal in charge for this project, I will be your main contact and will be personally involved until it is successfully completed.

Sincerely,  
VERDE DESIGN, INC.

Mark Baginski, RLA, LEED AP, Principal (Authorized Signature)  
1843 Iron Point Road, Suite 140, Folsom, CA 95630  
408.850.3410 | mark@verdedesigninc.com

# TAB F: COST PROPOSAL



## Verde Design, Inc.

Effective until December 31, 2021

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

### Project Rates

Principal	\$245.00 per hour
Project Manager/Construction Manager	
Level Four	\$230.00 per hour
Level Three	\$210.00 per hour
Level Two	\$175.00 per hour
Level One	\$160.00 per hour
Professional Engineer II	\$175.00 per hour
Professional Engineer I	\$160.00 per hour
IT Manager	\$175.00 per hour
CAD Manager	\$170.00 per hour
Project Designer	\$155.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$145.00 per hour
Draftsperson Level II	\$130.00 per hour
Draftsperson Level I	\$125.00 per hour
Project Administrator	\$85.00 per hour
Intern	\$75.00 per hour

### Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

### Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

Charge Rate Schedule is subject to revisions.

# TAB F: COST PROPOSAL



## Verde Design, Inc. Charge Rate Schedule Effective until December 31, 2022

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

### Project Rates

Principal	\$255.00 per hour
Project Manager/Construction Manager	
Level Four	\$240.00 per hour
Level Three	\$220.00 per hour
Level Two	\$180.00 per hour
Level One	\$165.00 per hour
IT Manager	\$180.00 per hour
CAD Manager	\$175.00 per hour
Project Designer	\$160.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$150.00 per hour
Draftsperson Level II	\$145.00 per hour
Draftsperson Level I	\$140.00 per hour
Project Administrator	\$85.00 per hour
Intern	\$75.00 per hour

### Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

### Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

*Charge Rate Schedule is subject to revisions.*

PROJECT : Roseville Soccer Complex \$- million budget  
 CLIENT : City of Roseville  
 Project No.: 2021 RFP No.: 2103800

Verde Design  
 Date: May, 2021  
 Prepared By: CS

	JC	\$145.00	PD	\$155.00	PMII	\$210.00	P	\$245.00	Verde Scope Fees	Electrical Engineering	Structural Engineering	Architectural	Survey	Pros Consulting	Geotechnical Engineer	Total
<b>Phase I - Master Planning</b>																
<b>Kick-Off Meeting</b>																
A. Establish files and in-house documentation	6.0	\$870.00	4.0	\$930.00	3.0	\$630.00	1.0	\$245.00	\$2,675.00							\$2,675.00
B. Meet with City staff to review project requirements, existing information and to determine the project intent, scope, budget, and timetable		\$0.00		\$0.00	2.0	\$420.00	2.0	\$490.00	\$910.00							\$910.00
C. Identification of roles and responsibilities of City Staff and consultant team		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00							\$0.00
D. Review proposed park amenities, improvements and steps toward final consensus and development of the design process		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00							\$0.00
E. Review or develop the project's goals and objectives with City staff.		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00							\$0.00
F. Determine and request all available site and City data, maps, reports, standard provisions and details and codes, ordinances, and policies pertaining to the proposed project design		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00							\$0.00
G. Review draft project schedule of tasks for each phase of the design process including all public outreach meetings, and City meetings	2.0	\$290.00		\$0.00	2.0	\$420.00	1.0	\$245.00	\$955.00							\$955.00
H. Initiate Design Log for tracking outstanding and undecided items		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00							\$0.00
<b>SUBTOTAL:</b>	<b>8.0</b>	<b>\$1,160.00</b>	<b>6.0</b>	<b>\$930.00</b>	<b>7.0</b>	<b>\$1,470.00</b>	<b>4.0</b>	<b>\$980.00</b>	<b>\$4,540.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,540.00</b>
<b>Project Start-up</b>																
A. Consultant to initiate topographic survey and geotechnical report.		\$0.00		\$0.00	2.0	\$420.00	1.0	\$245.00	\$665.00				33770		17600	\$52,035.00
B. Visit the project site and investigate existing site conditions to identify opportunities, constraints, and to verify the presence of existing utilities and other conditions.	12.0	\$1,740.00	12.0	\$1,860.00	4.0	\$840.00	4.0	\$980.00	\$5,420.00							\$5,420.00
C. Review data pertinent to the project, including available right-of-way documents, as built documents, and previous improvement plans; the City's Design and Procedures Manual and Improvement Standards; and codes, ordinances, and policies pertaining to the proposed project design	4.0	\$580.00	2.0	\$310.00	2.0	\$420.00	2.0	\$490.00	\$1,800.00							\$1,800.00
D. Prepare a discussion comparing synthetic turf versus natural grass systems to inform the decision process		\$0.00	8.0	\$1,240.00	4.0	\$840.00	4.0	\$980.00	\$3,060.00							\$3,060.00
E. Identify the undecided items and develop a path for resolution. Track these via our design log	2.0	\$290.00	12.0	\$1,860.00	4.0	\$840.00	3.0	\$735.00	\$3,725.00							\$3,725.00
<b>SUBTOTAL:</b>	<b>18.0</b>	<b>\$2,610.00</b>	<b>34.0</b>	<b>\$5,270.00</b>	<b>16.0</b>	<b>\$3,360.00</b>	<b>14.0</b>	<b>\$3,430.00</b>	<b>\$14,670.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$33,770.00</b>	<b>\$0.00</b>	<b>\$17,600.00</b>	<b>\$66,040.00</b>
<b>Conceptual Design &amp; Public Outreach meeting</b>																
<b>1 Conceptual Design Graphics</b>																
A. Prepare two (2) color graphics and a matrix of program of items based on the preliminary concept plan and RFP. This includes six fields, parking lot with a preferred 95 spaces per field, restroom, warmup area, shaded large group area which could serve as tournament check-in, picnic shelter area, maintenance yard, lighting, and trees. The prepared graphics will be in conjunction with City and is intended to guide the Public Outreach input discussion	28.0	\$4,060.00	28.0	\$4,340.00	16.0	\$3,360.00	8.0	\$1,960.00	\$13,720.00							\$13,720.00
B. Virtual meeting with the City to have an interim review of the 2 graphics and receive any comments or feedback.		\$0.00		\$0.00	2.0	\$420.00	2.0	\$490.00	\$910.00							\$910.00
<b>2 Community Meeting will include the following:</b>																
C. Prepare Public Outreach meeting materials consisting of site furnishings, sport field lighting, play equipment developed from City standards, existing sports parks and information discussed with City Staff. This and other information are intended to encourage feedback and input necessary to develop at least two (2) alternative master plans	8.0	\$1,160.00	8.0	\$1,240.00	4.0	\$840.00	2.0	\$490.00	\$3,730.00							\$3,730.00







**Optional Services**

Phase III: Construction Administration															
Bidding Assistance & Construction Services															
<b>A. Bidding Assistance</b>															
a. Assist City in distribution of bid sets to preselected bidders	2.0	\$300.00	2.0	\$320.00	2.0	\$440.00	\$0.00	\$1,060.00							
b. Attend pre-bid conference		\$0.00	2.0	\$320.00	2.0	\$440.00	\$0.00	\$760.00						\$1,060.00	
c. Prepare written addenda, technical information, supplemental drawings or specifications to answer bidder's written questions		\$0.00	6.0	\$960.00	4.0	\$880.00	\$0.00	\$1,840.00						\$760.00	
d. Attend bid opening		\$0.00	2.0	\$320.00	2.0	\$440.00	\$0.00	\$760.00						\$1,840.00	
e. Prepare bid analysis memo		\$0.00	2.0	\$320.00	4.0	\$880.00	\$0.00	\$1,200.00						\$760.00	
<b>B. Construction Administration Services:</b>															
a. Attend one (1) construction kick-off meeting.		\$0.00		\$0.00	2.0	\$440.00	2.0	\$510.00	\$950.00	\$10,000.00	\$1,425.00	\$2,000.00		\$1,200.00	
b. Attend up to five (5) weekly site meetings.		\$0.00	9.0	\$1,440.00	15.0	\$3,300.00	2.0	\$510.00	\$5,250.00					\$13,425.00	
c. Provide up to five (5) weekly site observations, concurrent with weekly meetings, and review as required, considering weather and construction schedule.		\$0.00	3.0	\$480.00	5.0	\$1,100.00	2.0	\$510.00	\$2,090.00					\$950.00	
d. Process and coordinate submittals and shop drawings, five (5) times.	10.0	\$1,500.00	10.0	\$1,600.00	5.0	\$1,100.00	1.0	\$255.00	\$4,455.00					\$5,250.00	
e. Respond to questions, RFI responses, clarifications, substitution requests and assist City with Change Orders if necessary.	8.0	\$1,200.00	8.0	\$1,280.00	4.0	\$880.00	2.0	\$510.00	\$3,870.00					\$4,455.00	
f. Attend substantial completion walk-through and generate punch list.		\$0.00	3.0	\$480.00	3.0	\$660.00		\$0.00	\$1,140.00					\$3,870.00	
g. (1) Final site walk with contractor and owner to accept project.		\$0.00	3.0	\$480.00	3.0	\$660.00		\$0.00	\$1,140.00					\$1,140.00	
h. Review as-built plans.		\$0.00	8.0	\$1,280.00	2.0	\$440.00	2.0	\$510.00	\$2,230.00					\$1,140.00	
i. Warranty evaluation.	2.0	\$300.00		\$0.00	2.0	\$440.00		\$0.00	\$740.00					\$2,230.00	
j. Project Closeout.		\$0.00	4.0	\$640.00	4.0	\$880.00	2.0	\$510.00	\$2,030.00					\$740.00	
<b>SUBTOTAL:</b>	<b>22.0</b>	<b>\$3,300.00</b>	<b>62.0</b>	<b>\$9,920.00</b>	<b>\$9.0</b>	<b>\$12,980.00</b>	<b>13.0</b>	<b>\$3,315.00</b>	<b>\$29,515.00</b>	<b>\$10,000.00</b>	<b>\$1,425.00</b>	<b>\$2,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$42,940.00</b>
<b>PHASE III TOTAL</b>															
<b>\$42,940.00</b>															

<b>Business Plan/Analysis</b>														\$30,000.00	\$30,000.00	
<b>Stick Frame Building</b>														\$40,000.00	\$35,200.00	
<b>3D Rendering</b>																
Prepare three-dimensional model for use in gathering support from stakeholders and communicating the vision of the master plan			60.0	\$9,300.00	4.0	\$840.00	4.0	\$980.00	\$11,120.00				\$0.00	\$0.00	\$0.00	\$11,120.00