

PROFESSIONAL DESIGN SERVICES AGREEMENT

Landscape Architecture Services for F-51 School Park Site

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 landscape
architecture services for the F-51 School Park Site; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP # 13-092 dated
May 27, 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 "A". Total compensation shall not exceed one hundred sixty-six thousand, two hundred fourteen dollars (\$166,214).

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 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

CONSULTANT

Heather Buck
316 Vernon Street, Ste. 400
Roseville, CA 95678

Mark S. Baginski, Principal
2455 The Alameda, Ste. 200
Santa Clara, CA 95050

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.

CITY OF ROSEVILLE, a
municipal corporation

VERDE DESIGN, INC., a California
corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: _____
PRESIDENT
DORÉEN C. MYER
and

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

MARK S. BAGINSKI
BY: Mark S. Baginski
its: SECRETARY

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

EXHIBIT “A”



VERDE DESIGN

2455 The Alameda, Suite 200

Santa Clara, CA 95050

t 408.985.7200 f 408.985.7260

www.verdedesigninc.com

Revised May 27, 2021

Mrs. Tara Gee
City of Roseville Parks, Recreation and Libraries
316 Vernon Street
Roseville, CA 95678

RE: F-51 Park
Holt, Roseville
Verde Design Project No.: 2014500M

Dear Tara:

Thank you for the opportunity to provide a proposal for the master design services for the above referenced project. This proposal shall remain valid for a period of sixty (60) days.

PROJECT UNDERSTANDING

The Consultant ("Verde Design") will work with the City of Roseville (Client) as a Design-Assist- Build (DAB) project for park F-51. We understand the master plan for this park was developed through a public process with the City and community, and the final approved master plan has been prepared by a separate landscape architecture firm. The approved master plan will serve as the jumping off point for the scope work identified in our proposal. The site is in a newly developed neighborhood and is adjacent to an elementary school. The park is approximately 12 acres and is programmed to have two (2) baseball or softball fields, open turf, a pre-engineered restroom building, picnic and playground areas, trails, fitness pods, and parking. The City has budgeted \$2 million for F-51.

SPECIFIC SCOPE OF SERVICES

Verde Design proposes to provide the following services to accomplish the general project goals, in accordance with our above-stated understanding of the project.

Part A – Project Start Up

- A. Acquire the electronic (AutoCAD) topographic and underground utility survey from the City.
- B. Establish files and in-house documentation.
- C. Meet with City staff to review project requirements, 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 master plan, park amenities, improvements and steps toward input, consensus, and development of the design process.
 - c. Determine and request all available site and City data, maps, as-built, reports, standard provisions, and details; and codes, ordinances, and policies pertaining to the proposed project designs.
 - d. Review and understand the budget established and provided by the City of each park.
 - e. Review the draft schedule submitted with the proposal and coordinate updates and adjustments.
- D. Consultant to initiate geotechnical investigation report. (**Optional Item**)

- E. Visit the project site and investigate existing site conditions to identify opportunities, constraints, and to verify the presence of existing utilities and other conditions.
- F. Prepare a finite plan document and estimate of probable construction costs.
- G. Turn into City for final approval.
- H. Project administration.

Part B – 30% Design Development

- A. DD/30% 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
 - 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 standard details and project unique details
 - xiii. Architectural plans – prefabricated manufacturer
 - xiv. Electrical plans, single line diagrams, Title-24 plans and calculations
 - b. Material and product cut sheets.
 - c. Critical path schedule.
 - d. Engineer's cost estimate.
- B. Technical project specifications utilizing City standards (front end and technical specifications provided by City).
- C. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- D. Internal redline review and Quality Control
- E. Submit DD /30% CD Package (digitally) to the City for review and approval to be utilized in the RFP for advertising for the project contractor (3 month period for City to hire contractor).
- F. Coordinate with City to help hire contractor.
- G. Attend (1) one meeting with City staff and contractor to review DD/30% CD package and receive comments and feedback and authorization to move forward with construction documents.
- H. Project administration as required to coordinate work with the City, contractor and subconsultants.

Part C – 75% CD/Building Permit Submittal

- A. Incorporate comments received from design development / 30% CD submittal and develop documentation to 75% CD submittal level.
- B. 75% CD submittal package will include the following:
 - a. Drawings.
 - b. Technical project specifications.
 - c. Critical path schedule.

- d. Coordinate with Contractor and City Departments throughout development of the documents.
- C. Internal redline review and Quality Control.
- D. Submit 75% CD submittal to parks department, & contractor (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. Submit grading and drainage permit plans to the City for permitting.
- F. Attend (1) one meeting with City and contractor staff to review 75% CD and receive comments and feedback.

Part D – 100% CD/Building Permit Submittal

- A. Following receipt of City comments, Verde Design shall proceed to complete the 100% CD bid package submittal.
- B. Incorporate 75% CD comments and any technical data as submittal.
- C. 100% CD/submittal package will include the following:
 - a. Bid-ready construction drawings.
 - b. Technical specifications.
 - c. Coordinate with contractor and City departments throughout development of the documents.
- D. Internal redline review and Quality Control.
- E. Submit 100% CD submittal to parks department (digital submittal) for permitting (plans will comply with the electronic plan review document submittal requirements).
- F. Attend (1) one meeting with City and contractor to review 100% CD and receive comments and feedback.

Part E – Back Check 100% CD Submittal

- A. Following receipt of City and contractor comments, Verde Design 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.

Part F – Construction Services (**Not to Exceed**)

- A. 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.
 - 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 TIMELINE

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

Task	Duration
Phase I - Project Start Up/30% DD	
Project Start-Up	3 weeks
DD/30% CD	4 weeks
City RFP – Contractor on board	2 weeks
Phase II – Construction Documents and Specifications	
75% CD Submittal	6-8 weeks
City / Contractor Review	4 weeks
100% CD Submittal	6 weeks
Client Review/Permitting	6 weeks
Holiday Break	
Back Check 100% Submittal	2 weeks
Final Client Review	2 weeks

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.

CLIENT RESPONSIBILITIES

To complete the items described in Scope of Services above, we request that the Client provide the following information as available:

1. Topographic and underground utility survey provided by the City.
2. AutoCAD park master plans
3. Improvement plans for utilities servicing the site.
4. Any new development plans that may be related to the project site.
5. Applicable City standards and guidelines, codes, ordinances, and policies pertaining to the project.
6. City standard provisions

SPECIAL PROVISIONS

- A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:
 1. Meetings other than those listed.
 2. Off-site improvements – streets, traffic lights, and utility runs.
 3. Additional renderings or presentations beyond what is included in the scope of work.
 4. Design for areas not identified in the project understanding.
 5. Mechanical engineering and investigation.
 6. Permit fees associated with the project.

7. 3D renderings, modeling, or perspective presentation graphics.
8. Environmental review, studies, or CEQA documentation.
9. Traffic, environmental, noise, or other technical studies
10. Permit or plan check fees.
11. Field or laboratory testing of on-site or proposed materials.
12. QSD work related to developing project SWPPP, NOI, SMARTS Data base, WDID number.
13. QSD/QSP work associated with field inspections, reporting REAP or associated items.
14. Architecture services.
15. Topographic and underground utility survey.

B. Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of the Client, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

Based on the scope identified above, we respectfully request a not to exceed fee of **\$166,214.00** which includes anticipated reimbursable expenses. Our fee is broken down as follows:

Project Start-up:	\$ 8,000
Design Development/30% CD Submittal	\$ 47,000
Construction Documents 75% Submittal	\$ 53,000
Construction Documents 100% Building Permit Submittal	\$ 18,000
Back Check 100% Submittal	\$ 4,000
Reimbursables (Not to Exceed)	<u>\$ 3,000</u>
Subtotal Fee:	\$133,148

Subconsultant Fees:	
Electrical Engineer	\$ 11,286
Structural Engineer	\$ 21,780
Subconsultant Subtotal	\$ 33,066

TOTAL FEE **\$166,214**

Alternate/Optional Scope Fees:	
Geotechnical Engineer	
Geotechnical Engineering Report	\$ 14,190
Excludes Earthwork & Materials Observation & Testing	
Construction Administration (Not to Exceed)	\$ 20,000
Per visit (includes site observation report)	\$ 1,400

Billings will be in accordance with the attached current Charge Rate Schedule, and additional services will be charged on a time and material basis as noted on the attached Charge Rate Schedule. Charges for additional services will be billed separately.

The fees noted above are based on the project schedule contained in the proposal. Should the Client 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.

CHANGE IN SERVICES

The Client may order changes in scope or character of service, either decreasing or increasing the amount of the Consultant's services, and if necessary, changing the character of services. If such changes are ordered, the Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

If additional services including, but not limited to design, plans, renderings, and presentations not included in the Scope of Services are required; or for changes and revisions requested by the Client after work has been performed, they will be performed on an hourly charge rate basis as extra work in accordance with the charge rate schedule in effect at the time the services are performed.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party at any point with ten (10) days written notice to the other party in the event of substantial failure of performance, or if the Client should deem it necessary or desirable to indefinitely suspend the Project.


In the event the Project is terminated or indefinitely suspended in the manner herein provided, the Consultant shall turn over copies of all documents completed to that date. The Consultant shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

BILLINGS & PAYMENT

Invoices will be sent by the 10th of the month for work completed through the 25th of the previous month. Any additional services will be billed separate from contracted services. Payment is due and payable within thirty (30) days of the statement date.

Tara, if this proposal meets with your approval, please have the authorized representative sign this proposal and return the original to our office, along with a signed purchase order issued to Verde Design, Inc. Thank you for the opportunity to work with you on this project.

Respectfully Submitted,
VERDE DESIGN, INC.


Mark S. Baginski, LEED AP
Principal

PROPOSAL APPROVED BY:
City of Roseville

Name Date

CC: Verde Design distribution

Attachment: Current Charge Rate Schedule

Verde Design, Inc.

Charge Rate Schedule

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

Expert Witness	\$350.00 per hour
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
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

PROJECT : F-51 - \$2 million budget
 CLIENT: City of Roseville
 Project No.: 2021 RFP

Verde Design
 Date: May 4, 2021
 Prepared By: CS

	2021 Fee Rates	DPII	\$130.00	JC	\$145.00	PMIII	\$210.00	P	\$245.00	Verde Scope Fees	Reimbursable	Electrical Engineering	Structural Engineering	Geotechnical Engineer	Total
Phase 1 - Project Start Up / 30% Design Development															
Project Start Up															
A.	Acquire the electronic (AutoCAD) topographic and underground utility survey from the City	2.0	\$260.00	8.0	\$1,160.00		\$0.00		\$0.00	\$1,420.00					\$1,420.00
B.	Establish files and in-house documentation	2.0	\$260.00		\$0.00		\$0.00		\$0.00	\$260.00					\$260.00
C.	Meet with City staff to review project requirements, existing information and to determine the project intent, scope, budget, and timetable					2.0	\$420.00	2.0	\$490.00	\$910.00					\$910.00
a.	Identification of roles and responsibilities of City Staff and consultant team														\$0.00
b.	Review proposed master plan, park amenities, improvements and steps toward input, consensus, and development of the design process														\$0.00
c.	Determine and request all available site and City data, maps, as built, reports, standard provisions, and details; and codes, ordinances, and policies pertaining to the proposed project designs														\$0.00
d.	Review and understand the budget established and provided by the City of each park														\$0.00
e.	Review the draft schedule submitted with the proposal and coordinate updates and adjustments														\$0.00
D.	Consultant to initiate geotechnical investigation report		\$0.00	2.0	\$290.00		\$0.00		\$0.00	\$290.00					\$290.00
E.	Visit the project site and investigate existing site conditions to identify opportunities, constraints, and to verify the presence of existing utilities and other conditions	6.0	\$780.00	6.0	\$870.00		\$0.00		\$0.00	\$1,650.00					\$1,650.00
F.	Prepare a finite plan document and estimate of probable construction costs		\$0.00	9.0	\$1,305.00	2.0	\$420.00	2.0	\$490.00	\$2,215.00					\$2,215.00
I.	Turn into City of Roseville for final approval		\$0.00	1.0	\$145.00	0.5	\$105.00	0.5	\$122.50	\$372.50					\$372.50
J.	Project administration		\$0.00		\$0.00	2.0	\$420.00	2.0	\$490.00	\$910.00					\$910.00

SUBTOTAL:		10.0	\$1,300.00	26.0	\$3,770.00	6.5	\$1,365.00	6.5	\$1,592.50	\$8,027.50	\$0.00	\$0.00	\$0.00	\$0.00	\$8,027.50
------------------	--	-------------	-------------------	-------------	-------------------	------------	-------------------	------------	-------------------	-------------------	---------------	---------------	---------------	---------------	-------------------

30% Design Development															
A.	DD / 30% CD Submittal Package, will include the following									\$0.00					
a.	Drawings									\$0.00					
i.	Cover Sheet/Signature Plan	4.0	\$520.00		\$0.00		\$0.00		\$0.00	\$520.00					\$520.00
ii.	Existing Conditions Plan	2.0	\$260.00		\$0.00		\$0.00		\$0.00	\$260.00					\$260.00
iii.	Demolition Plan	6.0	\$780.00		\$0.00	4.0	\$840.00	2.0	\$490.00	\$2,110.00					\$2,110.00
iv.	Erosion Control Plan	8.0	\$1,040.00		\$0.00	2.0	\$420.00	2.0	\$490.00	\$1,950.00					\$1,950.00
v.	Accessible Path of Travel Plan	6.0	\$780.00	2.0	\$290.00	1.0	\$210.00	1.0	\$245.00	\$1,525.00					\$1,525.00
vi.	Grading Plans		\$0.00	18.0	\$2,610.00	4.0	\$840.00	2.0	\$490.00	\$3,940.00					\$3,940.00
vii.	Drainage and Utility Plans		\$0.00	18.0	\$2,610.00	4.0	\$840.00	1.0	\$245.00	\$3,695.00					\$3,695.00
viii.	Layout Plan	4.0	\$520.00	2.0	\$290.00		\$0.00		\$0.00	\$810.00					\$810.00
ix.	Material & Detail Reference Plan	10.0	\$1,300.00	2.0	\$290.00	2.0	\$420.00	2.0	\$490.00	\$2,500.00					\$2,500.00
x.	Irrigation Plans & Details	8.0	\$1,040.00	2.0	\$290.00	4.0	\$840.00	2.0	\$490.00	\$2,660.00					\$2,660.00
xi.	Planting Plans & Details		\$0.00	12.0	\$1,740.00		\$0.00		\$0.00	\$1,740.00					\$1,740.00
xii.	Construction Details	12.0	\$1,560.00	8.0	\$1,160.00	2.0	\$420.00	2.0	\$490.00	\$3,630.00					\$3,630.00
xiii.	Pre-engineered building plans (coordinate w/ vendor)		\$0.00	4.0	\$580.00		\$0.00		\$0.00	\$580.00					\$580.00
xiv.	Electrical plans, single line diagrams, title 24 plans and calcs, telephone/data and fire alarm plans, photometric plans, coordinate subs		\$0.00	4.0	\$580.00	2.0	\$420.00		\$0.00	\$1,000.00		\$5,000.00			\$6,000.00
b.	Material Cut Sheets	4.0	\$520.00	2.0	\$290.00	2.0	\$420.00		\$0.00	\$1,230.00					\$1,230.00
B.	Critical Path schedule		\$0.00		\$0.00	2.0	\$420.00	2.0	\$490.00	\$910.00					\$910.00

C.	Engineer's Cost Estimate	6.0	\$780.00	4.0	\$580.00	2.0	\$420.00	2.0	\$490.00	\$2,270.00				\$2,270.00
D.	Technical Project Specifications	6.0	\$780.00		\$0.00	4.0	\$840.00	2.0	\$490.00	\$2,110.00				\$2,110.00
E.	Utility conflicts have been resolved or a timeline for resolution of issues has been determined		\$0.00	8.0	\$1,160.00	4.0	\$840.00	4.0	\$980.00	\$2,980.00				\$2,980.00
F.	Internal redline review and Quality Control	8.0	\$1,040.00	8.0	\$1,160.00	4.0	\$840.00	4.0	\$980.00	\$4,020.00				\$4,020.00
G.	Submit DD /30% CD Package (digitally) to the City for review and approval to Be utilized in the RFP for advertising for the project contractor	4.0	\$520.00	2.0	\$290.00		\$0.00		\$0.00	\$810.00				\$810.00
H.	Coordinate with City to help higher Contractor		\$0.00		\$0.00	6.0	\$1,260.00	4.0	\$980.00	\$2,240.00				\$2,240.00
I.	Attend (1) one meeting with City Staff and Contractor to review DD/30% CD Package and receive comments and feedback and authorization to move forward with construction documents		\$0.00		\$0.00	2.0	\$420.00	2.0	\$490.00	\$910.00				\$910.00
J.	Project Administration as required to coordinate work with the City, Contractor and sub-consultants		\$0.00		\$0.00	8.0	\$1,680.00	4.0	\$980.00	\$2,660.00				\$2,660.00

SUBTOTAL:		88.0	\$11,440.00	96.0	\$13,920.00	59.0	\$12,390.00	38.0	\$9,310.00	\$47,060.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$52,060.00
------------------	--	-------------	--------------------	-------------	--------------------	-------------	--------------------	-------------	-------------------	--------------------	---------------	-------------------	---------------	---------------	--------------------

PHASE I TOTAL PHASE I TOTAL \$60,087.50

Phase 2: Construction Documents														
75% Construction Document Submittal														
A.	Incorporate comments received from Design Development / 30% CD submittal and develop documentation to 75% CD submittal level	4.0	\$520.00		\$0.00		\$0.00		\$0.00	\$520.00				\$520.00
B.	75% CD Submittal Package will include the following:													
a.	Drawings													\$0.00
i.	Cover Sheet/Signature Plan	4.0	\$520.00		\$0.00		\$0.00		\$0.00	\$520.00				\$520.00
ii.	Existing Conditions Plan	2.0	\$260.00		\$0.00		\$0.00		\$0.00	\$260.00				\$260.00
iii.	Demolition Plan	4.0	\$520.00	6.0	\$870.00	2.0	\$420.00		\$0.00	\$1,810.00				\$1,810.00
iv.	Erosion Control Plan	12.0	\$1,560.00	2.0	\$290.00	2.0	\$420.00		\$0.00	\$2,270.00				\$2,270.00
v.	Accessible Path of Travel Plan	6.0	\$780.00	8.0	\$1,160.00	1.0	\$210.00	1.0	\$245.00	\$2,395.00				\$2,395.00
vi.	Grading Plans		\$0.00	18.0	\$2,610.00	8.0	\$1,680.00	2.0	\$490.00	\$4,780.00				\$4,780.00
vii.	Drainage and Utility Plans		\$0.00	18.0	\$2,610.00	8.0	\$1,680.00	2.0	\$490.00	\$4,780.00				\$4,780.00
viii.	Layout Plan	4.0	\$520.00	6.0	\$870.00	4.0	\$840.00	2.0	\$490.00	\$2,720.00				\$2,720.00
ix.	Material & Detail Reference Plan	12.0	\$1,560.00	8.0	\$1,160.00	4.0	\$840.00	2.0	\$490.00	\$4,050.00				\$4,050.00
x.	Irrigation Plans & Details	18.0	\$2,340.00	8.0	\$1,160.00	6.0	\$1,260.00	2.0	\$490.00	\$5,250.00				\$5,250.00
xi.	Planting Plans & Details		\$0.00	12.0	\$1,740.00	3.0	\$630.00	2.0	\$490.00	\$2,860.00				\$2,860.00
xii.	Construction Details	12.0	\$1,560.00	8.0	\$1,160.00	2.0	\$420.00	2.0	\$490.00	\$3,630.00				\$3,630.00
xiii.	Pre-engineered building plans (coordinate w/ vendor)		\$0.00	4.0	\$580.00		\$0.00		\$0.00	\$580.00				\$580.00
xiv.	Structural Details		\$0.00	4.0	\$580.00		\$0.00		\$0.00	\$580.00		\$10,000.00		\$10,580.00
xv.	Electrical plans, single line diagrams, title 24 plans and calcs, telephone/data and fire alarm plans, photometric plans, coordinate subs		\$0.00	4.0	\$580.00	2.0	\$420.00		\$0.00	\$1,000.00		\$5,000.00		\$6,000.00
b.	Technical Project Specifications	6.0	\$780.00	4.0	\$580.00	2.0	\$420.00	1.0	\$245.00	\$2,025.00				\$2,025.00
c.	Critical Path Schedule		\$0.00		\$0.00	2.0	\$420.00	2.0	\$490.00	\$910.00				\$910.00
d.	Coordinate with Contractor and City Departments throughout development of the documents		\$0.00		\$0.00	4.0	\$840.00	4.0	\$980.00	\$1,820.00				\$1,820.00
C.	Internal redline review and Quality Control	18.0	\$2,340.00	18.0	\$2,610.00	4.0	\$840.00	4.0	\$980.00	\$6,770.00				\$6,770.00
D.	Submit 75% CD Submittal to Parks Department, & Contractor (digital submittal) for review and approval to proceed to 100% Construction Documents production. (Plans will comply with the Electronic Plan Review Document Submittal Requirements)		\$0.00	4.0	\$580.00		\$0.00		\$0.00	\$580.00				\$580.00
E.	Submit grading and drainage plans to City for Permitting.		\$0.00	4.0	\$580.00	4.0	\$840.00	2.0	\$490.00	\$1,910.00				\$1,910.00
F.	Attend (1) one meeting with City and Contractor staff to review 75% CD and receive comments and feedback		\$0.00		\$0.00	2.0	\$420.00	2.0	\$490.00	\$910.00				\$910.00

SUBTOTAL:	102.0	\$13,260.00	136.0	\$19,720.00	60.0	\$12,600.00	30.0	\$7,350.00	\$52,930.00	\$0.00	\$5,000.00	\$10,000.00	\$0.00	\$67,930.00
------------------	--------------	--------------------	--------------	--------------------	-------------	--------------------	-------------	-------------------	--------------------	---------------	-------------------	--------------------	---------------	--------------------

100% CD / Building Permit Submittal														
A.	Following receipt of City comments, VDI shall proceed to complete the 100% CD bid package submittal													\$0.00
B.	Incorporate 75% CD comments and any technical data.	8.0	\$1,160.00	8.0	\$1,200.00	4.0	\$880.00	4.0	\$1,020.00	\$4,260.00				\$4,260.00
C.	100% CD / Submittal Package will include the following													\$0.00
a.	Drawings	24.0	\$3,120.00	24.0	\$3,480.00	4.0	\$840.00	1.0	\$245.00	\$7,685.00	\$1,286.00	\$10,000.00		\$18,971.00
b.	Technical Project Specifications		\$0.00	2.0	\$290.00	1.0	\$210.00	1.0	\$245.00	\$745.00				\$745.00
c.	Coordinate with Contractor and City Departments throughout development of the documents		\$0.00	2.0	\$290.00	2.0	\$420.00	2.0	\$490.00	\$1,200.00				\$1,200.00
D.	Internal redline review and Quality Control	4.0	\$520.00	8.0	\$1,160.00	3.0	\$630.00	3.0	\$735.00	\$3,045.00				\$3,045.00
F.	Submit 100% CD Submittal to Parks Department, & Contractor (digital submittal) for review and approval to proceed to 100% Construction Documents production. (Plans will comply with the Electronic Plan Review Document Submittal Requirements)			2.0	\$290.00	2.0	\$420.00		\$0.00	\$710.00				\$710.00
G.	Attend (1) one meeting with City and Contractor to review 100% CD and receive comments and feedback		\$0.00		\$0.00	1.0	\$220.00	1.0	\$255.00	\$475.00				\$475.00
	Reimbursables										\$1,500.00			\$1,500.00

SUBTOTAL:	36.0	\$4,800.00	46.0	\$6,710.00	17.0	\$3,620.00	12.0	\$2,990.00	\$18,120.00	\$1,500.00	\$1,286.00	\$10,000.00	\$0.00	\$30,906.00
------------------	-------------	-------------------	-------------	-------------------	-------------	-------------------	-------------	-------------------	--------------------	-------------------	-------------------	--------------------	---------------	--------------------

2022 Fee Rates	DPII	\$145.00	JC	\$150.00	PMIII	\$220.00	P	\$255.00	Verde Scope Fees	Reimbursable	Electrical Engineering	Structural Engineering	Geotechnical Engineering	Total
-----------------------	-------------	-----------------	-----------	-----------------	--------------	-----------------	----------	-----------------	-------------------------	---------------------	-------------------------------	-------------------------------	---------------------------------	--------------

Back Check 100% Submittal														
A.	Following receipt of City comments, VDI shall proceed to complete the 100% CD bid package submittal		\$0.00	2.0	\$300.00	2.0	\$440.00		\$0.00	\$740.00				\$740.00
B.	Incorporate 100% CD comments and any technical data as submittal		\$0.00	8.0	\$1,200.00	2.0	\$440.00		\$0.00	\$1,640.00		\$1,780.00		\$3,420.00
C.	Internal redline review and Quality Control		\$0.00		\$0.00	2.0	\$440.00		\$0.00	\$440.00				\$440.00
D.	100% Submittal Package will include the following:													\$0.00
a.	Construction drawings		\$0.00	1.0	\$150.00		\$0.00		\$0.00	\$150.00				\$150.00
b.	Technical Project Specifications		\$0.00	2.0	\$300.00		\$0.00		\$0.00	\$300.00				\$300.00
F.	Submit Back Check 100% CD Submittal to Parks Department, & Contractor (digital submittal) and three (3) hardcopies for review and approval to proceed to 100% Construction Documents production. (Plans will comply with the Electronic Plan Review Document Submittal Requirements)			2.0	\$300.00	2.0	\$440.00		\$0.00	\$740.00				\$740.00
	Reimbursables										\$1,500.00			\$1,500.00

SUBTOTAL:	0.0	\$0.00	15.0	\$2,250.00	8.0	\$1,760.00	0.0	\$0.00	\$4,010.00	\$1,500.00	\$0.00	\$1,780.00	\$0.00	\$7,290.00
------------------	------------	---------------	-------------	-------------------	------------	-------------------	------------	---------------	-------------------	-------------------	---------------	-------------------	---------------	-------------------

PHASE II TOTAL \$106,126.00

TOTAL	236.0	\$30,800.00	319.0	\$46,370.00	150.5	\$31,735.00	86.5	\$21,242.50	\$130,147.50	\$3,000.00	\$11,286.00	\$21,780.00	\$0.00	\$166,213.50
--------------	--------------	--------------------	--------------	--------------------	--------------	--------------------	-------------	--------------------	---------------------	-------------------	--------------------	--------------------	---------------	---------------------