

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT WITH VERDE DESIGN, INC FOR BONITA CREEK PARK ATHLETIC FIELD TURF REPLACEMENT DESIGN SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 26th day of August, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and VERDE DESIGN, INC, a California corporation ("Consultant"), whose address is 2455 The Alameda Ste. 200, Santa Clara, CA 95050, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to perform services for the Bonita Creek Park Athletic Field Turf Replacement Design ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2028, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in

Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Three Hundred Fifty Three Thousand Six Hundred Twenty Five Dollars and 00/100 (\$353,625.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not

reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Mark Baginski to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the

requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them).

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil

service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 Computer Aided Design and Drafting ("CADD") data delivered to City shall include the professional stamp of the engineer or architect in charge of or responsible for the Work. City agrees that Consultant shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by City, or anyone authorized by City, of CADD data; or (b) any use by City, or anyone authorized by City, of CADD data for additions to this Project, for the completion of this Project by others, or for any other Project, excepting only such use as is authorized, in writing, by Consultant. By acceptance of CADD data, City agrees to indemnify Consultant for damages and liability resulting from the modification or misuse of such CADD data. All original drawings

shall be submitted to City in the version of AutoCAD used by the City in .dwg file format, and should comply with the City's digital submission requirements for improvement plans available from the City's Public Works Department.

17.4 All improvement and/or construction plans shall be plotted on standard twenty-four inch (24") by thirty-six inch (36") paper size. Consultant shall provide to City digital 'As-Built' drawings in both AutoCAD and Adobe PDF file format within thirty (30) days after finalization of the Project.

18. OPINION OF COST

Any opinion of the construction cost prepared by Consultant represents the Consultant's judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to Consultant or contractor bids or actual cost to City.

19. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

20. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

21. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to

constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

24. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

26.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

26.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Derek C McKee
Verde Design, Inc
2455 The Alameda Ste. 200
Santa Clara, CA 95050

27. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant

shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. STANDARD PROVISIONS

29.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

29.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 8/11/25

By: Jose Montoya for
Aaron C. Harp
City Attorney

ATTEST:

Date: _____

By: _____
Molly Perry
Interim City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

CONSULTANT: VERDE DESIGN, INC.,
a California corporation

Date: _____

By: _____
Derek C Mckee
Chief Executive Officer

Date: _____

By: _____
Mark Baginski
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

PROJECT APPROACH

Our approach to the project and team leadership begins with clarity of expectations and proper documentation throughout the design process. You will note in our scope of work below our "submittal book" document. We begin developing this book at the beginning of the project when we establish the Basis of Design document (summary of design intent) as a programming tool. The submittal book will provide clarity of expectations and communication for all members of the design team and will include other documents such as material cutsheets, updated cost estimates and schedules. As each deliverable is submitted, the submittal book is updated. The book also includes tracking critical questions and answers from the design team and City of Newport Beach (City) that are critical to design decisions or design changes that may occur during the design process. This "design log" serves as a record as to why decisions were made during the collaborative process. We encourage the City staff to schedule time for an in-person review of this submittal book which will contain the plans, specifications, and estimates of probable cost documents and updated schedule to ensure that the collaborative design process is being documented accurately.

Our internal team scheduling and submittal milestone dates are sent to production team and subconsultant team members as calendar invites so that we all have clear understanding of the determined submittal dates. We also use this system to ensure we receive internal and subconsultant information early to allow for internal quality control processes to occur along with packaging of the materials to arrive on time to your team for review. If there are challenges with delivery dates either from the design team or client perspective, we discuss those issues and ask if scheduling changes are necessary.

As we approach milestone delivery dates, we also have calendar dates scheduled for all team members for internal QA/QC review. This is typically 2-3 weeks prior to the submittal date to the City or City and allows our subconsultants to review their own work as we review ours however, it also allows us as the prime consultant to review our subconsultant's work so that we can identify any items that may need to be addressed prior to the formal submittal.



Edgewater Park, Foster City

to the client. Typically, this review process internally includes licensed professionals that have NOT been working on the project so that personnel that are not familiar with the project can look at it from a fresh perspective. We have found that this review process provides great results in identifying ambiguities that must be addressed prior to the milestone submittal. At Verde Design we use Bluebeam review to set up "studio sessions" where internal plan reviewers can access the drawings and provide comments in real time, even if others are also reviewing the documents at the same time. This allows everyone to see the progress of comments and address them more efficiently. We can also invite the City to join the studio and provide comments in that way as well if it is efficient for them to do so.

SCOPE OF WORK

TASK 1: PROJECT KICK-OFF AND DATA COLLECTION

- A. Kick-off meeting: meet with project stakeholders /City staff to recap and refine the project intent, scope, project budget, schedule, and milestones.
 1. Identification of roles and responsibilities of consultant team, and the City staff.
 2. Confirm overall project schedule, milestone submittals and submittal protocols.
 3. Review the project's goals and objectives with staff.
 4. Establish availability of additional files, maps, reports, and in-house documentation.



5. Discuss the City requirements, standards, and regulations including synthetic turf system preferences.
- B. Initiate topographical survey using vertical datum NAVD88, that includes the limits of scope of work for the project site, including areas immediately adjacent to limits of work. This survey will include 1-foot contours. Existing trees, visible utilities, irrigation valve boxes, structures, fencing, recorded easements, and other physical improvements will be included. The survey documents will be provided in AutoCAD format and will serve as the basis for our design improvement drawings. Copies of the topographic survey files and field notes will be provided to the City.
- C. Review existing topo documents, record, and utility plans as well as other background data to familiarize ourselves with existing conditions and improvements.
- D. Evaluate existing turf system and subgrade. Perform drainage testing on existing permeable base material and provide recommendations for new synthetic turf replacement system.
- E. Evaluate existing irrigation conditions and provide recommendations.
- F. Initiate geotechnical investigation (if necessary).
- G. Structural and percolation borings (minimum of three each) will be provided to inform proper design of structural footings and pavement sections, soil porosity data, and storm water mitigation measures.
- H. Perform an accessibility evaluation on site for path of travel from the ADA parking stalls into the site including access to the fields and the existing building.
- C. Rough order of magnitude estimate of probable construction cost will be prepared for the approved conceptual plan.
- D. The conceptual plan will be presented at a Parks, Beaches, and Recreation Commission meeting.
- E. Consultant will participate in two (2) in person meetings, or a reasonable number of virtual meetings during this phase.
- F. Basis of Design document.
 1. Once a final design has been selected, we will prepare a "Basis of Design" document establishing/summarizing the project scope, programming, and design criteria. The Basis of Design document will include size / capacity, quantity, materials, and architectural style as well as deferred submittals and direct purchase options for cost savings. Our fee assumes deferred submittals for prefabricated and/or pre-engineered furnishings once a purchase order has been issued. This typically occurs once the contractor has contracted with the manufacturer unless the City enters into a direct purchase agreement prior to commencement of construction.
- G. Submittal booklet preparation and review. Submittal booklet will include the following:
 1. Conceptual design plan and comments from the City.
 2. Permeable base testing data.
 3. Basis of Design Document.
 4. Design log.
 5. Cut sheet/data for synthetic turf system.
 6. Rough order of magnitude cost.
 7. Updated project schedule.

TASK 2: CONCEPTUAL DESIGN

- A. Using the topographic survey document as our site plan and the information collected at the kickoff meeting and the outreach events, we will prepare a conceptual design for the park that includes the design criteria noted in the RFP and in our understanding for review and comment.
- B. Work with the preferred synthetic turf/infill/shock pad manufacturer to provide information for the estimate.

TASK 3: CONSTRUCTION DOCUMENTS

Construction document submittals will occur at 65%, 90% and 100% complete milestones. We will provide the City with electronic copies in AutoCAD and PDF formats as requested. We understand that the City anticipates a period of two (2) weeks for drawing review. Drawings will comply with adopted federal, state, and local laws, ordinances and codes and will be developed using AutoCAD Version 2023 and documents will be developed using Microsoft Office Suite.



- A. Our construction drawings packages will include the following plan sheets below:

1. Cover sheet.
2. Existing conditions plan.
3. Accessibility plan.
4. Demolition plan.
5. Erosion control plan.
6. Grading plan.
7. Drainage plan.
8. Horizontal control plan.
9. Materials and detail reference plans (site plan).
10. Irrigation plan & details (turf cooling/cleaning).
11. Sports lighting retrofit – LED photometric plans.
12. Construction details.
13. SWPPP (90% & 100% submittal).

- B. All improvements within the scope of work will not only comply with ADA and State Accessibility requirements.

- C. Technical specifications will be set up in CSI format utilizing City standards and will also reference standard specifications for public works construction. We understand that the City will provide their own updated “front-end” and general conditions documents (divisions 00) to align with the project. Technical specifications will be provided relative to the improvement plans.

- D. Project update meetings: We will be available for in person or virtual meetings at each submittal milestone. Additional informal phone calls/discussions, virtual meetings with the City’s project manager are also included throughout the design process.

- E. A submittal book which will supplement the plans and specifications will be provided and will include:

1. Estimate of probable construction cost updates (phases of construction will be noted in the estimates).
2. Material reference and product catalog cut sheets for all proposed elements if not already provided within construction drawing sheets.



Saddleback College, Mission Viejo

3. Design log/list of design process questions & directives.
4. Basis of Design document.
5. Updated plan set.
6. Updated specifications.

TASK 4: BIDDING SUPPORT

- A. Attend and assist in pre-bid Meeting/site walk.
- B. Respond to bidder’s questions/RFIs.
- C. Write addendums in response to bidder questions and design changes.
- D. Assist in reviewing and analyzing bids. Recommend approval of lowest responsive bid for City consideration and award.

TASK 5: CONSTRUCTION SUPPORT / RECORD DRAWINGS

- A. Attend one (1) pre-construction meeting, prepare meeting minutes.
- B. Respond to construction questions, request for information, and provide clarifications.
- C. Review submittals and shop drawings.
- D. Provide design directives or Architect’s Supplemental Information (ASI) if necessary.
- E. Review price requests and change orders.



- F. Attend milestone construction meetings and site visits. We are including seven (7) milestone construction/site observation meetings. We understand that the City will be conducting daily construction management services with the contractor. We will be providing assistance.
- G. Attend a substantial completion site punch walk.
- H. Attend a final field and site walk.
- I. Review contractor as-built red lined plans and set up a CAD file of the plans and provide As-built / Record drawings. Original record drawings will be provided in both electronic files (CAD and PDF) as well as hard copies if requested. NOTE - As we provide RFI responses and/or field directive responses, we update our CAD files during construction.

SPECIAL PROVISIONS

A. Services or information requested from the City:

1. Improvement plans or available as-builts for existing improvements and utilities servicing the site such as storm drain, water, sewer, electrical and irrigation plans.
2. On-going development plans that may be related to the project site.
3. Applicable City standards and guidelines.
4. City standard specifications, details, and electronic title block or logos.
5. Inspection and testing during construction.
6. Property Title Reports to establish property boundaries and/or easements if applicable.
7. Daily construction management of the project construction.
8. City signed bid set copies for project team (PDF is acceptable).

B. For purposes of clarity, the following items are specifically not included in the scope of services because they were not expressly requested in the RFP however additional services and relative fees can be provided upon request.

1. Meetings other than those listed.
2. Improvements outside the limits of work.
3. Renderings or presentations beyond what is included in the scope of work.
4. Permit fees associated with the project.



Estuary Park, City of Alameda

5. Inspection and testing required during construction.
6. Design for areas not identified in the project understanding.
7. Legal descriptions and assessments.
8. Drainage design within public ROW areas or new City/public utility systems.
9. Construction staking.
10. Mapping services not specifically noted such as private easements, quit claims, ALTA's, ROW dedications, record of survey and property boundary survey.
11. Separate bid packages or construction sequences implementation beyond what is proposed.
12. Significant design revision requests at the 65% CD submittal and beyond.
13. Geotechnical services during construction / materials testing.
14. QSP services, REAP and SMARTS database reporting.
15. Establishment of new electrical service or electrical panels.
16. Accessibility assessment inside the existing building.



EXHIBIT B

SCHEDULE OF BILLING RATES

TAB 8 PROPOSED FEE WITH BILLING RATE

PROFESSIONAL COMPENSATION

Based on the City of Newport Beach's (City) proposed RFP for Bonita Creek Park Athletic Field Turf Replacement Design Services, Verde Design respectfully requests the below fees, including all reasonable reimbursable expenses that are outlined to be included in the project. Our fee is based upon our understanding of the scope based upon the RFP. If the project scope changes or our understanding is incorrect, we will discuss the changes with the City and modify our scope and fee if necessary. Please see the following page for our fee/rate schedule.

VERDE DESIGN - INDIVIDUAL TASKS	TOTAL
Task 1: Project Kick-Off/Data Collection	\$ 92,551
Task 2: Conceptual Design	\$ 24,475
Task 3: Construction Documents	\$ 184,515
Task 4: Bidding	\$ 9,340
Task 5: Construction Support/Record Drawings	\$ 41,420
TOTAL	\$ 352,301
TOTAL WITH REIMBURSABLES	\$ 353,625





Verde Design

Charge Rate Schedule Effective until December 31, 2025

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	\$275.00 per hour
Project Manager/Construction Manager	
Level Four	\$260.00 per hour
Level Three	\$240.00 per hour
Level Two	\$195.00 per hour
Level One	\$180.00 per hour
Project Engineer	
Level II	\$200.00 per hour
Level I	\$185.00 per hour
IT Manager	\$195.00 per hour
CAD Manager	\$190.00 per hour
Project Designer	\$175.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$165.00 per hour
Draftsperson Level II	\$160.00 per hour
Draftsperson Level I	\$155.00 per hour
Project Administrator	\$100.00 per hour
Intern	\$85.00 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



PROJECT : Bonita Creek Community Center Park
 CLIENT: City of Newport Beach
 Project No.: 2511100M

	JC	\$165.00	PD	\$175.00	PA III	\$240.00	PA IV	\$265.00	Price	\$273.00	Varde Slope Fees	CL Survey	FRA	TD Sports	UGC	Total	Bomb.
Task 1: Project Kick-Off / Data Collection																	
Kick off Mtg		\$0.00	5.0	\$875.00		\$0.00	6.0	\$1,360.00	5.0	\$1,375.00	\$3,810.00					\$3,810.00	\$ 69.00
Document Research and Review		\$0.00	4.0	\$700.00		\$0.00	2.0	\$520.00		\$0.00	\$1,220.00					\$1,220.00	
Topographic Survey	8.0	\$1,320.00		\$0.00		\$0.00	2.0	\$520.00		\$0.00	\$1,840.00	\$34,001.00				\$35,841.00	
Site Investigation / Field Evaluation / ADA compliance	12.0	\$1,980.00	8.0	\$1,400.00		\$0.00	8.0	\$2,080.00		\$0.00	\$5,460.00					\$5,460.00	\$ 65.00
ADA compliance / report / exhibit	6.0	\$990.00	3.0	\$525.00		\$0.00	2.0	\$520.00		\$0.00	\$2,035.00					\$2,035.00	\$ 65.00
Geotechnical Investigation	2.0	\$330.00		\$0.00		\$0.00	3.0	\$780.00		\$0.00	\$1,110.00				\$27,775.00	\$28,885.00	
Non confined flood testing / site visit		0.0	8.0	1,400.00	8.0	1,920.00	8.0	2,080.00	4.0	1,100.00	6,500.00			8,800.00		15,300.00	\$ 65.00
SUBTOTAL	28.0	\$ 4,620.00	28.0	\$ 4,900.00	8.0	\$ 1,920.00	31.0	\$ 8,060.00	9.0	\$ 2,475.00	\$ 21,975.00	\$ 34,001.00	\$ -	\$ 8,800.00	\$ 27,775.00	\$ 92,551.00	\$ 264.00

Task 2: Conceptual Design																	
Conceptual Plan	27.0	\$4,455.00	9.0	\$1,575.00		\$0.00	4.0	\$1,040.00		\$0.00	\$7,070.00		\$1,155.00			\$8,225.00	
Conceptual Plan Revisions		\$0.00	9.0	\$1,575.00		\$0.00	2.0	\$520.00		\$0.00	\$2,095.00					\$2,095.00	
Parks, Beaches, Recreation Commission Meeting & Prep	12.0	\$1,980.00		\$0.00		\$0.00	6.0	\$1,560.00		\$0.00	\$3,540.00					\$3,540.00	
Book of Design Document		\$0.00		\$0.00		\$0.00	4.0	\$1,040.00		\$0.00	\$1,040.00					\$1,040.00	
Schedule update		\$0.00		\$0.00		\$0.00	4.0	\$1,040.00		\$0.00	\$1,040.00					\$1,040.00	
Project Meetings (2 in person, 2 virtual)		\$0.00		\$0.00		\$0.00	12.0	\$3,120.00		\$0.00	\$3,120.00					\$3,120.00	\$ 138.00
Estimate of Probable Construction Cost		\$0.00	16.0	\$2,800.00		\$0.00	2.0	\$520.00		\$0.00	\$3,320.00					\$3,320.00	
Submittal Book		\$0.00	9.0	\$1,575.00		\$0.00	2.0	\$520.00		\$0.00	\$2,095.00					\$2,095.00	
SUBTOTAL	39.0	\$6,435.00	43.0	\$7,525.00	0.0	\$0.00	36.0	\$9,360.00	0.0	\$0.00	\$23,320.00	\$0.00	\$1,155.00	\$0.00	\$0.00	\$24,475.00	\$ 138.00

3. Construction Documents																	
65% Construction Drawings																	
Cover Sheet / Sheet/ plans set up	18.0	\$2,970.00	9.0	\$1,575.00	\$0.00	1.0	\$260.00	\$0.00	\$4,805.00							\$4,805.00	
Existing Conditions Plan	18.0	\$2,970.00	4.0	\$700.00	\$0.00	1.0	\$260.00	\$0.00	\$3,930.00							\$3,930.00	
Accessibility Plan		\$0.00	12.0	\$2,100.00	\$0.00	2.0	\$520.00	\$0.00	\$2,620.00							\$2,620.00	
Demolition Plan	12.0	\$1,980.00	12.0	\$2,100.00	\$0.00	2.0	\$520.00	\$0.00	\$4,600.00							\$4,600.00	
Erosion Control Plan		\$0.00	9.0	\$1,575.00	\$0.00	1.0	\$260.00	\$0.00	\$1,835.00							\$1,835.00	
Grading Plan		\$0.00	18.0	\$3,150.00	30.0	\$7,200.00	1.0	\$260.00	\$0.00	\$10,610.00						\$10,610.00	
Drainage Plan		\$0.00	18.0	\$3,150.00	9.0	\$2,160.00	1.0	\$260.00	\$0.00	\$5,570.00						\$5,570.00	
Horizontal Control Plan	12.0	\$1,980.00		\$0.00	\$0.00	1.0	\$260.00	\$0.00	\$2,240.00							\$2,240.00	
Materials Plan		\$0.00	24.0	\$4,200.00	\$0.00	2.0	\$520.00	\$0.00	\$4,720.00							\$4,720.00	
Construction Details		\$0.00	12.0	\$2,100.00	\$0.00	2.0	\$520.00	\$0.00	\$2,620.00							\$2,620.00	
Irrigation Plan		\$0.00	19.0	\$3,325.00	\$0.00	2.0	\$520.00	\$0.00	\$3,845.00							\$3,845.00	
Irrigation Details		\$0.00	6.0	\$1,050.00	\$0.00	1.0	\$260.00	\$0.00	\$1,310.00							\$1,310.00	
Sports Lighting Retrofit Plans		\$0.00	6.0	\$1,050.00	\$0.00	2.0	\$520.00	\$0.00	\$1,570.00				\$4,125.00			\$5,695.00	
Construction Details	9.0	\$1,485.00	9.0	\$1,575.00	\$0.00	2.0	\$520.00	\$0.00	\$3,580.00							\$3,580.00	
Project Specifications	9.0	\$1,485.00		\$0.00	\$0.00	2.0	\$520.00	\$0.00	\$2,005.00							\$2,005.00	
Estimate of Probable Construction Cost		\$0.00	16.0	\$2,800.00	\$0.00	2.0	\$520.00	\$0.00	\$3,320.00							\$3,320.00	
Submittal Book		\$0.00	9.0	\$1,575.00	\$0.00	2.0	\$520.00	\$0.00	\$2,095.00							\$2,095.00	
Submittal Preparation and Coordination		\$0.00	6.0	\$1,050.00	\$0.00	2.0	\$520.00	\$0.00	\$1,570.00							\$1,570.00	
QA/QC Review and revisions		\$0.00		\$0.00	\$480.00	6.0	\$1,560.00	2.0	\$550.00	\$2,590.00						\$2,590.00	
City Redline Revisions	18.0	\$2,970.00	18.0	\$3,150.00	2.0	\$0.00	\$520.00	\$0.00	\$6,640.00							\$6,640.00	
Milestone Submittal Mtg		\$0.00	4.0	\$700.00	\$0.00	4.0	\$1,040.00	\$0.00	\$1,740.00							\$1,740.00	\$ 69.00
70% Construction Drawings																	
Cover Sheet / Sheet/ plans set up		\$0.00	6.0	\$1,050.00	\$0.00	1.0	\$260.00	\$0.00	\$1,310.00							\$1,310.00	
Existing Conditions Plan		\$0.00	9.0	\$1,575.00	\$0.00	1.0	\$260.00	\$0.00	\$1,835.00							\$1,835.00	
Accessibility Plan		\$0.00	19.0	\$3,325.00	\$0.00	2.0	\$520.00	\$0.00	\$3,845.00							\$3,845.00	
Demolition Plan		\$0.00	16.0	\$2,800.00	\$0.00	2.0	\$520.00	\$0.00	\$3,320.00							\$3,320.00	
Erosion Control Plan		\$0.00	12.0	\$2,100.00	\$0.00	1.0	\$260.00	\$0.00	\$2,360.00							\$2,360.00	
Grading Plan		\$0.00	12.0	\$2,100.00	34.0	\$8,160.00	1.0	\$260.00	\$0.00	\$10,520.00						\$10,520.00	
Drainage Plan		\$0.00	40.0	\$7,000.00	9.0	\$2,160.00	1.0	\$260.00	\$0.00	\$9,420.00						\$9,420.00	
Horizontal Control Plan		\$0.00		\$0.00	14.0	\$3,360.00	1.0	\$260.00	\$0.00	\$3,620.00						\$3,620.00	
Materials Plan		\$0.00	30.0	\$5,250.00		\$0.00	3.0	\$780.00	\$0.00	\$6,030.00						\$6,030.00	
Construction Details		\$0.00	16.0	\$2,800.00	\$0.00	3.0	\$780.00	\$0.00	\$3,580.00							\$3,580.00	
Irrigation Plan		\$0.00	12.0	\$2,100.00	\$0.00	2.0	\$520.00	\$0.00	\$2,620.00							\$2,620.00	
Irrigation Details		\$0.00	6.0	\$1,050.00	\$0.00	1.0	\$260.00	\$0.00	\$1,310.00							\$1,310.00	
Sports Lighting Retrofit Plans		\$0.00	6.0	\$1,050.00	\$0.00	3.0	\$780.00	\$0.00	\$1,830.00				\$4,125.00			\$5,955.00	
Construction Details		\$0.00	12.0	\$2,100.00	\$0.00	2.0	\$520.00	\$0.00	\$2,620.00							\$2,620.00	
Project Specifications		\$0.00	9.0	\$1,575.00	\$0.00	7.0	\$1,870.00	\$0.00	\$3,395.00							\$3,395.00	
SWPPP		\$0.00		\$0.00	40.0	\$9,600.00	2.0	\$520.00	\$0.00	\$10,120.00						\$10,120.00	
Estimate of Probable Construction Cost		\$0.00	12.0	\$2,100.00	\$0.00	3.0	\$780.00	\$0.00	\$2,880.00							\$2,880.00	
Submittal Book		\$0.00	6.0	\$1,050.00	\$0.00	2.0	\$520.00	\$0.00	\$1,570.00							\$1,570.00	
Submittal Preparation and Coordination		\$0.00	6.0	\$1,050.00	\$0.00	3.0	\$780.00	\$0.00	\$1,830.00							\$1,830.00	
QA/QC Review and revisions		\$0.00	24.0	\$4,200.00	24.0	\$5,760.00	6.0	\$1,560.00	3.0	\$825.00	\$12,345.00					\$12,345.00	
City Redline Revisions		\$0.00	12.0	\$2,100.00	12.0	\$2,880.00	4.0	\$1,040.00		\$0.00	\$6,020.00					\$6,020.00	
Milestone Submittal Mtg		\$0.00	4.0	\$700.00	\$0.00	4.0	\$1,040.00	3.0	\$825.00	\$2,565.00						\$2,565.00	\$ 69.00

PROJECT : Benita Creek Community Center Park
 CLIENT: City of Newport Beach
 Project No.: 2511100M

	JC	\$165.00	PD	\$175.00	PM III	\$240.00	PM IV	\$200.00	Prnc	\$275.00	Verde Scope Fees	CL Survey	FBA	TD Sports	LOC	Total	Reimb
100% Final Construction Drawings																	
Review and address City submittal comments		\$0.00	9.0	\$1,575.00		\$0.00	3.0	\$780.00		\$0.00	\$2,355.00					\$2,355.00	
Final Submittal Preparation and Coordination		\$0.00	6.0	\$1,050.00		\$0.00	2	\$520.00		\$0.00	\$1,570.00					\$1,570.00	
QA/QC Review and revisions		\$0.00	16.0	\$2,800.00		\$0.00	3	\$780.00		\$0.00	\$3,580.00					\$3,580.00	
Milestone Submittal Mtg				\$0.00		\$0.00	4.0	\$0.00		\$0.00	\$0.00					\$0.00	\$ 69.00
SUBTOTAL:	98.0	\$15,840.00	\$11.0	\$89,425.00	174.0	\$41,760.00	108.0	\$27,040.00	8.0	\$2,200.00	\$176,265.00	\$0.00	\$5,250.00	\$0.00	\$0.00	\$184,315.00	\$ 207.00
Task 4: Bidding																	
Attend Pre-bid Meeting		\$0.00		\$0.00		\$0.00	4.0	\$1,040.00		\$0.00	\$1,040.00					\$1,040.00	\$65.00
Respond to Bidder's questions		\$0.00		\$0.00	6.0	\$1,440.00	9.0	\$2,340.00		\$0.00	\$3,780.00					\$3,780.00	
Bid Addendum Support		\$0.00		\$0.00	8.0	\$1,920.00	6.0	\$1,560.00		\$0.00	\$3,480.00					\$3,480.00	
Review and analyze Contractor Bids		\$0.00		\$0.00		\$0.00	4.0	\$1,040.00		\$0.00	\$1,040.00					\$1,040.00	
SUBTOTAL:	0.0	\$0.00	0.0	\$0.00	14.0	\$3,360.00	23.0	\$5,980.00	0.0	\$0.00	\$9,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,340.00	65
Task 5: Construction Support / Record Drawings																	
Attend Pre-Construction Meeting		\$0.00		\$0.00		\$0.00	5.0	\$1,300.00		\$0.00	\$1,300.00					\$1,300.00	\$65.00
Respond to Construction RFIs and provide clarifications		\$0.00	24.0	\$4,200.00		\$0.00	12.0	\$3,120.00		\$0.00	\$7,320.00					\$7,320.00	
Review and respond to submittals and shop drawings		\$0.00	24.0	\$4,200.00		\$0.00	9.0	\$2,340.00		\$0.00	\$6,540.00					\$6,540.00	
Provide design directives or ASIs if necessary		\$0.00	18.0	\$3,150.00		\$0.00	6.0	\$1,560.00		\$0.00	\$4,710.00		\$1,155.00			\$4,710.00	
Review Contractors price requests and change orders		\$0.00	4.0	\$700.00		\$0.00	6.0	\$1,560.00		\$0.00	\$2,260.00					\$2,260.00	
Attend Construction Meetings (7) - Reports/Minutes		\$0.00		\$0.00		\$0.00	35.0	\$9,100.00		\$0.00	\$9,100.00					\$9,100.00	\$455.00
Substantial Completion Observation/Punch List		\$0.00		\$0.00		\$0.00	5.0	\$1,300.00	5.0	\$1,375.00	\$2,675.00					\$2,675.00	\$65.00
Attend Final Punch List Site Walk		\$0.00		\$0.00		\$0.00	5.0	\$1,300.00		\$0.00	\$1,300.00					\$1,300.00	\$65.00
Prepared As-built Drawings		\$0.00	20.0	\$3,500.00		\$0.00	6.0	\$1,560.00		\$0.00	\$5,060.00					\$5,060.00	
SUBTOTAL:	0.0	\$0.00	90.0	\$15,750.00	0.0	\$0.00	89.0	\$23,140.00	5.0	\$1,375.00	\$40,265.00	\$0.00	\$1,155.00	\$0.00	\$0.00	\$41,420.00	\$650.00
TOTAL:	163.0	\$26,895.00	672.0	\$117,600.00	196.0	\$47,040.00	287.0	\$73,580.00	22.0	\$6,050.00	\$271,165.00	\$34,001.00	\$10,560.00	\$2,800.00	\$27,773.00	\$332,301.00	\$1,324.00
TOTAL WITH REIMBURSABLES																\$333,625.00	

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each employee for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with California law for all of the subcontractor's employees.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement.
 - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
 - D. Professional (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
 - E. Excess/Umbrella Liability Insurance. If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess/umbrella liability policies are exhausted.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services contemplated by this Agreement or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, excess/umbrella liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Consultant performs the Project and/or Services

contemplated by this Agreement shall be included as additional insureds under such policies.

C. Primary and Non-Contributory. Consultant's insurance coverage shall be primary insurance and/or the primary source of recovery with respect to City, its City Council, boards and commissions, officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City shall be excess of Consultant's insurance and shall not contribute with it.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation or nonrenewal of coverage (except for nonpayment for which ten (10) calendar days' notice is required) for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. All of the executed documents referenced in this Contract must be returned to City within ten (10) regular City business days after the date on the "Notification of Award". Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure

of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- D. Enforcement of Contract Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Exhibit A are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available proceeds in excess of specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-Insured Retentions. Consultant agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If Consultant's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with Consultant, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Consultant agrees to be responsible for payment of any deductibles on their policies.
- G. City Remedies for Non-Compliance. If Consultant or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Contract, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.
- J. Coverage Renewal. Consultant will renew the coverage required here annually as long as Consultant continues to provide any Work under this or any other Contract or agreement with City. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City with five (5) calendar days of the expiration of the coverages.



BA20250487945



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20250487945

Date Filed: 3/7/2025

B3502-3822 03/07/2025 10:22 AM Received by California Secretary of State

Entity Details			
Corporation Name	VERDE DESIGN, INC.		
Entity No.	2947281		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	2455 THE ALAMEDA STE. 200 SANTA CLARA, CA 95050		
Mailing Address of Corporation			
Mailing Address	2455 THE ALAMEDA STE. 200 SANTA CLARA, CA 95050		
Attention	Nance Cronin		
Street Address of California Office of Corporation			
Street Address of California Office	2455 THE ALAMEDA STE. 200 SANTA CLARA, CA 95050		
Officers			
Officer Name	Officer Address	Position(s)	
DEREK C MCKEE	2455 THE ALAMEDA SANTA CLARA, CA 95050	Chief Executive Officer	
Mark Baginski	2455 The Alameda Santa Clara, CA 95050	Secretary	
Nance N Cronin	2455 The Alameda Santa Clara, CA 95050	Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
Devin M Conway	2455 THE ALAMEDA SANTA CLARA, CA 95050	Vice President	
Directors			
Director Name	Director Address		
Derek C McKee	412 Sumner St. Santa Cruz, CA 95062		
Devin M Conway	16150 Jacaranda Way Los Gatos, CA 95032		
Antonia B Conway	16150 Jacaranda Way Los Gatos, CA 95032		
Mark Baginski	523 Palm Street Santa Cruz, CA 95060		
Nance N Cronin	3155 Cedarwood Dr. Tahoe City, CA 96145		

The number of vacancies on Board of Directors is: 1	
Agent for Service of Process Agent Name Agent Address	NANCE N CRONIN 3155 CEDARWOOD DRIVE #5611 TAHOE CITY, CA 96145
Type of Business Type of Business	LANDSCAPE ARCHITECTURE & CIVIL ENGINEER
Email Notifications Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.	
Electronic Signature <input checked="" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Nance N. Cronin</i> Signature	<i>03/07/2025</i> Date