



DAVID EVANS
AND ASSOCIATES INC.

SCOPE OF SERVICES

PROGRAMMING PHASE

Task 1 – Kick Off Meeting / Site Assessment

The DEA project team will meet with the City of Cathedral City staff to begin preparations for the design and implementation of the Cathedral City Commons Heritage Park Outdoor Amphitheater. This meeting will serve as an opportunity to acquire relative input about the project area from various city departments including grant guidelines for implementation, in addition to identifying key contacts. This meeting will also provide a review of the scope of services, including potential phasing, analysis, planning, design, infrastructure needs, maintenance, construction scheduling and budget.

The DEA project team will accompany city staff to perform a field assessment to verify existing site conditions and discuss key aspects of the project including, but not limited to, placement and desired features of the amphitheater, environmental aspects of the site (topography, sun orientation, noise, glare, proximity of streets and surrounding structures), site circulation (including proposed walking trails), parking needs, storage, site access (via Sunline Transit, Uber, Lyft, etc.), lighting, security, safety, managing inclement weather, and maintenance. The team will discuss how the amphitheater relates to its existing and planned environment within the Civic Center campus.

Task 2 – Topographic Survey

Survey Control: Horizontal survey datum will be NAD '83(CORS). Vertical Control will be based on NAVD '88, or the City Bench datum. GPS will be utilized to establish the horizontal and vertical components. At least two control points will be set to be used for construction survey.

Design Field Topography: Design level topographic surveys will be performed within the project area. Survey data for critical tie-in points, curb and gutter, flowlines, edge of pavement, drive approach and wall (north of the site), walks, surface visible utilities, irrigation boxes, backflows, fences, gates, drainage structures with inverts, signals, signs, driveways, H/C ramps, water mains, sewer manholes and inverts, light standards, above ground vents, building corners and finish floor elevations, concrete slabs and trees greater than 6" diameter. The adjacent parking structure will also be scanned for use in site evaluation and design.

Centerline and Right of Way: Existing centerline monuments will be tied into the horizontal survey control established for this project. The centerline and right of way limits will be plotted only within the limits of the project. This scope does not include a boundary survey. Found monuments (if any) will be noted, but no monuments will be set as that would require the filing of a Record of Survey.

Utility Mapping: Utility research is not included in this scope. However, any utilities marked within the project area will be collected by the survey crew. Subsurface utilities that are not marked on the surface or surface visible will not be shown.

Base Mapping: Base mapping will be prepared in AutoCAD format.



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Items Excluded from this Project

The following items are not included in this scope of services:

- Boundary Survey or plotting of easements.
- Legal descriptions and plats, Record of Survey, Lot Line Adjustment, Corner Records or filing of Maps. Temporary Construction Easements (if any) will be on a time and material basis.
- Setting of monuments or staking.
- Potholing or boring.
- Permits.

Deliverables: Topographic Field Survey plotted in AutoCAD format; Digital Terrain Model for project area; Hard Copies of survey field notes and photos.

Task 3 – Project Team Meetings

The DEA team will meet with the City once per month during the design phase of the project (anticipated at 6 months). This task also includes time for team conference calls and coordination with affected utility companies including SCE, So. California Gas Company, Frontier, Spectrum, and DWA.

Deliverables: Attendance at six (6) meetings with City staff including coordination with affected utility companies. This task also includes hours for the Project Manager and Engineer to participate in conference calls between team members and / or with City staff for the duration of the design phase of work.

SCHEMATIC DESIGN PHASE

Task 4 – Community Meetings / Design Charrettes

Based on the responses to questions, the City anticipates the following outreach meetings during the design process:

Stakeholder / Artist / Outreach Meeting

This meeting will serve to engage local artists and performing artist groups to obtain input on how they would envision utilizing the space. Early collaboration will help to ensure that all possible design opportunities have been addressed well in advance of project completion.

General Community Meeting

This meeting will engage residents, stakeholders and City leadership - allowing design input prior to the preparation of final construction plans.

Parks Commission Presentation

This meeting will allow the design team to present design concepts that were based upon community engagement. The commission will have a better understanding of the overall outreach process and input provided to date, thus allowing further feedback regarding the design and implementation of the project.



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City Council Study Session Presentation

This meeting will allow for input from the City Council following the Parks Commission presentation.

Deliverables: Attendance at 4 meetings as described above including the preparation of plans and imagery necessary to convey the design intent. At a minimum, the meetings will be attended by the project manager and architect and in some instances, the theater manager.

Task 5 – Schematic Design

The DEA team will provide a schematic design plan that will incorporate the concepts and discoveries found as a result of the evaluation process and community meetings. The conceptual plan will provide detailed locations and layout of the amphitheater stage and seating area, associated site features including the play area, site amenities, fencing, lighting, signage, pedestrian and vehicular circulation, restrooms, and parking. Amphitheater / building elevations and sections will be provided as well as overall adjustments and refinements to the remainder of the site improvements. The conceptual plan will be overlaid upon the topographic map and respective engineering base sheet. Upon review and comment by the City, the project team will revise the conceptual plan and submit for approval prior to commencing work on the final construction documents.

Task 6 – Preliminary Cost Estimates

DEA will prepare a preliminary cost estimate for the approved conceptual plan.

Task 7 - Traffic/Parking Analysis

DEA will prepare a Traffic Study report for the proposed Outdoor Amphitheater project. The traffic study will address the specific project traffic impacts, a parking analysis, and address transit, pedestrian, NEV, and bicycle access. The analysis will be based on available traffic and parking data provided by the City from the original Traffic Study prepared for the existing downtown development. It is our understanding that the existing parking structure could have adequate capacity to accommodate the anticipated uses/events at the proposed amphitheater. This would especially apply since the majority of the amphitheater uses/events would occur off peak from the other uses in the downtown area that utilize the parking structure. The Traffic Study will include discussions on the anticipated traffic and parking conditions, and present any necessary traffic and parking recommendations for the project. The recommendations outlined in the report will be used for the preparation of the Conceptual Circulation Plans for City input. Our scope and fee presented does not include any specific traffic capacity analysis calculations and is based on the availability of existing traffic studies for the existing downtown project that addresses the traffic impacts and parking demand.

Task 8 – Conceptual Circulation Plan

DEA will prepare Preliminary Circulation Plan for the project, which will present our recommendations for the access at and to the site for vehicular site access, parking and ADA access, including pick-up and drop off areas, transit/bus stops, pedestrian, and bicycle access. The Circulation Plan will be prepared for both on and off-site access, including access to the existing parking structure, and any modifications to the existing street and parking improvements along Avenue Lalo Guerrero along the southern boundary of the project site. The circulation plan/geometrics will be based on the recommendations presented in the Traffic



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Study. The proposed geometric designs will include, but not limited to, Green Street/LID measures, crosswalk enhancements, transit/bus stop facilities, bike lanes, and pedestrian/ADA facilities. The conceptual circulation/geometric designs will conform to applicable City of

Cathedral City Design Guidelines, Green Streets Manual, California Manual of Uniform Traffic Control Devices (CAMUCTD), the City General Plan, and ADA Standards.

DESIGN DEVELOPMENT PHASE

Design development plans will be a progressive refinement of the schematic drawings in preparation for final construction documents.

CONSTRUCTION DOCUMENTS

The following tasks shown below include each anticipated plan to be provided at the conclusion of the construction document phase. We are showing these herewith to provide a description of each plan.

Task 12 - Precise Grading, Paving and Drainage Plan

DEA will prepare a precise grading, paving and drainage plan for the project area depicting existing and proposed contours, amphitheater grading, parking areas, top of curb elevations, drainage patterns, typical cross sections, existing and proposed utilities and proposed civil related improvements including pavement, curb and gutter, valley gutters, hardscape, flatwork and handicap ramps for the project site. The plan will consider ADA requirements for accessibility both onto and throughout the project site.

This plan will also specify any necessary drainage improvements on-site such as storm drain, inlet / outlet design and post construction Best Management Practices such as drywells, bio-retention basins and infiltration swales / trenches in order to minimally impact the existing conditions while accomplishing proper water conveyance and water quality.

Task 13 - Hydrology Study

DEA will prepare a hydrologic and hydraulic study for approximately 2.51-acres of watershed based on Riverside County Flood Control standards and specifications. A rational method analysis of the site will be performed addressing the 10- year and 100-year storm events. The rational analysis will determine surface flow and serve as the basis for sizing on-site storm drain pipes, catch basin inlets and infiltration swales, trenches. Sizing for any on-site drywells will be completed using Riverside County's standard volume/flow based BMP's criteria for the purpose of intercepting any nuisance/first flush flows. Hydrologic calculations will be performed using CivilD software and hydraulic calculations for sizing catch basins and infiltration swales/trenches will be performed using Flowmaster software. DEA will submit the study to Cathedral City for review and approval at 60%, 90% and 100% report completion.

Task 14 – Erosion Control Plan

DEA will prepare a 1" = 20' scale Erosion Control Plan for the project area depicting temporary Best Management Practices (BMPs) and other measures needed to prevent erosion of graded slopes, swales and pads.



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Task 15 – Utility Improvement Plan

DEA will prepare a utility improvement plan for sewer and domestic water line with intent for connection to the proposed green/storage room. The plan will depict sewer pipe, sewer cleanouts, sewer invert elevations, water pipe, service lateral/meter and trench details. DEA will coordinate with the architect to determine the point of connection for the sanitary sewer and domestic water service to the proposed amphitheater building as well as the size of the sanitary sewer and domestic water lines required to serve the number of fixture units. DEA anticipates 1 point of connection for each utility to the amphitheater building. The system will be designed to within 5' of the building. The utility improvement plan will be prepared in plan view only. DEA assumes that adequate water distribution and sanitary sewer infrastructure is available.

Task 16 - Horizontal Control, Signing and Striping Plan

DEA will prepare a horizontal control and signing / striping plan for the Cathedral City Commons Heritage Park Outdoor Amphitheater project depicting a basis of bearing, dimensions and control for proposed pertinent site features, parking and access circulation, striping layout, ADA access path to adjacent public right-of-way or street, in addition to parking and ADA signing details.

Task 17 – Dust Control Plan (PM-10 Report)

DEA will prepare a PM₁₀ Plan containing measures that can be incorporated into the grading plan and otherwise implemented to reduce fugitive dust emissions associated with construction and post-construction activities. The PM₁₀ Plan will incorporate measures approved by the City of Cathedral City.

Task 18 – Water Quality Management Plan (WQMP)

DEA will prepare a Water Quality Management Plan for approximately 2.51 acres to comply with the standards set forth by the Regional Water Quality Control Board. The Water Quality Management Plan will outline structural and non-structural Best Management Practices (BMP's) and maintenance practices that will prevent pollutants from impacting downstream water courses. Based on site soil characteristics, BMP's could include infiltration swales/trenches, pervious asphalt/concrete, drywells and retention/detention basins. DEA will submit report and plan to the City of Cathedral City for review and approval at 60% and 100% plan completion.

Task 19 – Demolition Plan

DEA will prepare a demolition plan indicating those items, utilities or paving above, below or on grade, which will be impacted by the proposed site improvements, therefore removed, as well as any additional features which will be protected in place. The plan will utilize the site plan, field survey and as-built record information obtained from the local agency to determine limits of removal.

Task 20 – Site Plan

DEA landscape architects will provide a site plan for the proposed items of construction. This plan will designate features of the proposed project including placement, detail references, material and manufacturer callouts, general construction notes, and specific elements of the overall design which are necessary for the proper construction of proposed items noted in the project understanding.



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Task 21 - Construction Details

DEA will prepare construction details for the proposed site features such as concrete paving / finish, asphalt paving, decomposed granite paving, play equipment and surfacing, prefabricated shade shelter (if applicable / structural calculations by manufacturer), fencing, concrete curbs, signage and entry promenade appurtenances.

Task 22 – Irrigation Plans

The irrigation plans will provide the necessary information for a complete and fully automatic irrigation system for the proposed amphitheater site. The plans will indicate the point of connection(s) based upon agency requirements, backflow prevention and pressure regulation (as necessary), and equipment size and type in the irrigation legend. DEA will coordinate with DWA for review and approval. Effective January 2010, the State of California implemented a water ordinance (AB 1881) and therefore many requirements are being requested from both the State and local agencies. We anticipate providing the following information:

- Prepare water usage calculations (MAWA and ETWU) based on the new water ordinance.
- Provide water efficient landscape worksheet and hydrozone table for each remote control valve per new ordinance (water use category, area served in s.f., controller number, valve size and flow).
- Obtain horticultural soils report (Agronomic data) based on soil samples obtained from site by DEA. Report to be provided by Waypoint Analytical (formerly Soil and Plant Laboratory) in Anaheim, CA. or equal.
- Provide irrigation run time schedule per ordinance based on soil type.
- Rain and wind sensors will be added per ordinance.
- Statement note will be added regarding ordinance.
- Add WUCOLS water use classifications for all plant material.

The following items are not included at this time but can be provided in the future if desired: regular maintenance schedule, certificate of completion, and irrigation audit report following project completion.

Task 23 – Planting Plans

The planting plan will indicate location of proposed trees, shrubs, ground cover, turf and inert materials. A planting legend will denote symbols, botanical and common names, size, quantities, and remarks. Planting notes and details will also be included. DEA understands the concern for water conservation and sustainability throughout the region and therefore will select materials appropriate for the project. The plant palette established will be of drought tolerant species with a focus on materials proven successful within the Coachella Valley and surrounding areas, and in accordance with criteria set forth by DWA and the Agricultural Commission. Tree species shall be non-invasive desert compatible with at least a 40-year lifespan.

Task 24 – Project Specifications and Bid Schedule

Technical specifications will be prepared in the desired format for the proposed amphitheater development. These technical specifications will be provided in a “boiler plate” format and DEA will modify the document accordingly. DEA requests that the City provide the boiler plate



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information for general conditions, instructions to bidders, and special provisions which DEA will use to provide projects specific sections. A complete bid list of quantities will be provided indicating item descriptions and unit quantities.

Task 25 –Construction Cost Estimate

The DEA team will provide an estimate of probable construction costs for the City of Cathedral City Commons Heritage Park Outdoor Amphitheater for the 60% and 90% submittal stages of preparation of the construction drawings. A detailed, line item estimate will be prepared for use as a guide in the final determination of items to be constructed under the allowed budget.

BIDDING

Task 26 – Bid Assistance

The DEA team will attend the pre-bid meeting with the potential contractors in addition to providing addenda, answering questions or providing clarifications to the construction documents.

Project Exclusions:

- Legal descriptions and plats, Record of Survey, Lot Line Adjustment, Corner Records or filing of Maps.
- Utility potholing and/or boring. Documenting underground utility locations that are not part of the public utility records
- Setting of monuments or construction staking
- Re-design of previously approved documents
- Meetings beyond what is noted in our scope of work and fee schedule
- Preparation of SWPPP
- Formal Review of Construction Submittals and/or substitutions for Items specified on the drawings
- Bid Set Printing Costs
- Reimbursable Costs Beyond Cost Noted in Fee Schedule
- Permit Fees
- Alternate Bid Packages / Phasing Plans
- LEED Documentation, Credit Analysis or Credit Templates
- Cal Green Commissioning
- Load monitoring of existing electrical systems
- Public street lighting (and structural pole base calculations), traffic control and offsite utilities
- Application or documentation for rebate program(s)
- Design of remedial electrical work where existing conditions are in violation of California Electric Code.
- Fire Suppression, Data Cabling, Computer/server room equipment, security systems
- Construction management services beyond bidding.
- As-Built plans.
- Design and implementation of any item not specifically noted in the scope of work above.



INTERIOR DESIGN SCOPE OF SERVICES INTRODUCTION

IA will provide full design and complete plans, specifications and preliminary cost estimates for an outdoor amphitheater, lighting, signage, public restroom and concession areas for the Heritage Park Project.

SCOPE OF SERVICES

I. Kick-Off

In the kick-off meeting IA will determine with the designated representatives of Cathedral City (hereafter referred to as the CLIENT) the overall goals and objectives of the project. IA will, in coordination with the engineering team, determine with the CLIENT:

- Key decision makers to facilitate a communication and sign-off plan.
- Cultural and organizational criteria that may affect project implementation.
- Potential changes to the existing environment.
- Confirm the design phase schedule identifying milestone critical path dates for completion of each sub-phase, building permit application dates and start of construction dates.

II. Programming Validation Phase:

IA will meet with CLIENT's designated representatives to establish an understanding of current operations and objectives. IA, in coordination with DEA will:

- Conduct programming interview meeting over one (1) day with stakeholders, including City and Police Department staff. Interviews will validate quantitative and qualitative components of the program requirements. Additional follow-up interviews will be considered an additional service.
- Confirm Amphitheater components identified in RFP Scope of Services for each particular function, identifying the area (square footage) required for program calculations.
- Determine specific requirements for special facilities such as (but not limited to) Green Room for artist / VIP Area, concessions, storage, box office / admissions, equipment areas, children's play area etc.
- Identify and forecast future requirements for additional scope and/or phases.

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- Determine physical issues, community preferences and desires, zoning code and applicable construction code requirements, community-noise equivalent measures or limitations, and other natural/built environment concerns.

During this phase IA, in coordination with DEA, will also:

- Field verify the proposed area for the amphitheater.
- Prepare and provide a summary report of requirements appropriate for the commencement of blocking plans and obtain CLIENT's approval to proceed with the space planning phase.
- Review and, if required, revise the design phase schedule identifying completion dates and milestone dates for critical CLIENT decisions.

Programming Phase Deliverables:

- Design Program summary, including an executive summary, recommendations and space requirements.
- Due Diligence report.
- Preliminary project design phase schedule, in conjunction with the other consultants, identifying design phase completion dates and critical CLIENT decision dates.

II. Schematic Design Phase:

Upon CLIENT's written approval of the program IA, in coordination with DEA will:

- In conjunction with David Evans and Associates, Inc., IA will assist to support outreach / presentation activities as follows:
 - One (1) meeting to engage with local artists and performing artist's groups/entities in the local community on how they would envision utilizing the Commons Heritage Park Outdoor Amphitheater. The purpose of the meeting is to ensure outreach is done within the local arts community so that opportunities in design are identified, feedback on design concepts are received, and that the City minimizes the possibility of lost design opportunities after project is built.
 - One (1) meeting with the General Community to engage residents, stakeholders, and City leaders and review the design concepts.
 - One (1) presentation to the Parks Commission to discuss the design concepts progress and obtain further feedback.
 - Following the presentation to the Parks Commission, one (1) presentation to the City Council Study Session to discuss the design concepts progress and obtain further feedback.



- Prepare an initial space plan layout and up to two (2) major revisions and one (1) minor revision if required. A major revision is defined as 50% of the floor area, a minor revision is defined as 25% of the floor area. The space plan documentation will include:
 - Based on the information gathered during the outreach process, propose one (1) outdoor amphitheater and accessory areas concept including: main and side stages, shading structures, dressing area, green room, storage, temporary facilities, restrooms, concession areas, security, crowd management fencing and parking.
 - Preliminary selections for finishes, millwork and furniture, and furnishings. These will be illustrated through the use of brochures/cut-sheets, samples and/or photos of each item.
- Present the proposed architectural design to the CLIENT. Make up to one (1) follow-up presentation to incorporate CLIENT's comments.

Schematic Design Phase Deliverables:

- Space plans illustrating outdoor amphitheater, main and side stages, shading structures, dressing area, green room, storage, temporary facilities, restrooms, and concession areas.
- Preliminary selections for finishes, millwork and furniture, upholstery and furnishings.
- Revit non-photorealistic 3D renderings for selected key areas.
- Monitor and refine, if necessary, project design phase schedule and overall project probable cost summary.
- Assist pre-construction services general contractor who will update project budget estimate, if applicable.

IV. Design Development Phase:

Upon CLIENT's written approval of the schematic design, IA will develop the architectural components of the space, for the selected alternative. IA, in coordination with DEA, will:

- Refine the approved schematic plans.
- Develop the three-dimensional architectural aspects of the space for outdoor amphitheater, main and side stages, shading structures, dressing area, green room, storage, temporary facilities, restrooms, concession areas,



security, crowd management fencing and parking. The proposed treatment will be illustrated through the use of plans and elevations of the key areas.

- Refine the selected scheme for the proposed finishes, millwork and furniture, upholstery and furnishings.
- Develop the lighting, electrical power and voice/data device plans for all the areas included in the design as required. IA will select and provide alternatives for the lighting fixtures in compliance with Title-24 requirements and will explore the possibility of adopting solar lighting.
- Provide considerations and develop security and pathway lighting
- Present the proposed architectural design to the CLIENT. Make up to one (1) follow-up revision and presentation to incorporate CLIENT's comments.
- Review and update the project design phase schedule to reflect progress to date and any changed conditions.

Design Development Phase Deliverables:

- Design development floor plans, furniture plans, reflected ceiling plans, voice/data and electrical device plans and elevations based upon approved design.
- Selected Material, Fixtures and Finish samples.
- Updated Revit non-photorealistic 3D renderings for selected key areas.
- Monitor and refine, as necessary, project design phase schedule.

V. Contract Documents Phase:

Upon CLIENT's approval of the design development package, IA will prepare contract documents consisting of the following:

- New partition plans showing the layout of partitions and built-in casework.
- Elevations and sections for all major architectural elements.
- Power and device plans showing outlet box locations, coordinated with the approved space plans.
- Reflected ceiling plans showing standard and special lighting coordinated with other ceiling elements.
- Finish plans identifying the finish materials for walls, floors and ceilings and their respective applications throughout the space.



- Furniture plans with symbols and legends identifying and locating each item of new furniture in the space.
- Based on the selected option, finalize the creative signage package.
- Provide backgrounds to, the mechanical, electrical, plumbing and fire protection consultants as well as all other professional consultants engaged for the project.
- Submit a 75% progress set for CLIENT for review.
- Advice on long-term maintenance cost and sustainability for the project.
- Submission of 100% construction drawings for CLIENT and landlord review.

Contract Documents Phase Deliverables:

- Plans and specifications including partition plan(s), power and device plan(s), reflected ceiling plan(s), finish plans, enlarged plans, interior elevations and details for bid, permit and construction.
- Revisions to contract documents based upon consultant coordination, CLIENT review and local permitting authorities.

VI. Bid and Permit Phase:

Upon CLIENT approval of the contract documents, IA will provide services as follows;

- Assist in development of pre-qualified list of general contractors as acceptable to CLIENT and to IA.
- Prepare and Issue contract documents to include drawings and specifications together with Instructions to bidders directions as prepared by IA to be sent to accepted list of pre-qualified general contractors.
- Respond to questions from bidders during bid period.
- Prepare an addendum of additional information to address within the contract documents the respective responses to collective questions from the bidders, if determined necessary to the content of the contract documents.
- Respond to questions and/or comments as returned by the plan reviewers who review the plans submitted for permit application.



Bid and Permit phase Deliverables:

- Stamped/sealed contract documents for permit application.
- Instructions to bidders and associated documents that will accompany contract documents sent to pre-qualified list of general contractors.
- Addendum to contract documents, if required, by either bidders questions and/or plans reviewers questions/comments.

ADDITIONAL DESIGN SERVICES (Fee not included at this time)

IA is prepared to provide Additional Design Services, as required, to be performed upon written authorization by CLIENT, including:

- Selection, documentation and/or coordination of artwork including framing and installation.
- Modifications to IA's corporate standard CADD layering and symbols system to suit a CLIENT's particular CADD system or standards will be addressed as an Additional Service, unless those requirements are identified when preparing our fees (incorporation of updated CLIENT-furnished CADD files after we have begun Construction documents will also be addressed as an Additional Service).
- Creation of as-built drawings.
- 3D sketch-up and photo realistic renderings.
- Design, selection, documentation and/or coordination of graphic programs such logos, public relations and display materials.
- Selection, documentation and coordination of accessory items such as conference server sets, kitchen utensils, dining service and general office accessories such as desk pads, waste baskets, in/out trays, etc.
- Design and documentation of custom lighting, furniture, carpet and signage.
- 3D Virtual Reality.
- Preparation of Meeting Minutes.
- Construction Administration, including:
 - Attendance at scheduled construction progress meetings held on site and chaired by general contractor.



- Observation of construction to be in accordance to the design intent of IA's contract documents.
 - Clarification addenda, bulletins, as required by as-built field conditions, concealed conditions, permitting authorities, engineering coordination, CLIENT and changes.
 - Review, processing of architectural and multi-discipline shop drawings.
 - Conduct walk-through to identify deficient items and record in a punch list to be submitted to general contractor.
 - Provide record architectural drawings reflecting addenda and bulletins issued during construction. General Contractor shall use these drawings to prepare for the CLIENT, construction as-built drawings.
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- A change in the original scope of services or additional work requested, as well as any rework of, or change, in previously approved work.
 - Follow-up with selected vendor/dealer to confirm order placement and lead-time
 - LEED design certification.
 - Other services related to the project but not specifically included under the outlined Scope of Services included in this proposal.

CLARIFICATIONS AND ASSUMPTIONS

- Planning Department public hearing preparation and attendance provided on an hourly basis.
- The project will be developed as a single and/or continuous design and implementation process.
- Reimbursables do not include permit and plan check. The CLIENT will be directly responsible for payment of permit and plan check to the City. Should the CLIENT request IA pay permit or plan check fee's on their behalf, there will be a 10% processing fee and the overall project fee will be increased accordingly;
- Existing furniture and file inventory, specifications of new furniture, and move coordination will be provided by others. IA will show a general layout of furniture for engineering and construction coordination.



- Existing as-built CAD backgrounds for site plan are available for IA's use prior to start of work.
- Existing ADA path of travel drawings for the areas included in the project will be provided by the CLIENT, which will be stamped and signed by the path of travel Architect of Record. If Path of Travel drawings are not available, IA can provide this deliverable as an additional service.
- CLIENT will designate a representative who is able to provide clear direction, render decisions and provide information in a timely fashion allowing the Project to precede in general conformance to the proposed design phase project schedule leading up to building permit submittal.
- Integrated Project Delivery and Building Information Model can be provided as an additional service.
- The programming interviews will be scheduled by the CLIENT's representative and be organized in a back-to-back manner over a one day period with access to the existing space.
- CLIENT's organizational charts and telephone directories will be available for IA's use.
- Future programming requirements are based on estimated square footage projections, accuracy therefore is imprecise. IA's methodology for translating programming requirements to fit planning is approximate but as accurate as possible with the information available to us at this time.
- Modifications to the program after delivery and acceptance by the CLIENT will result in additional service fees.
- Drawings will be prepared using IA's corporate standard drawing templates including CAD layering and symbols which are loosely based on the AIA's National CAD Standards.
- Access to the Project site is readily available.
- IA will provide electronic documentation of record drawings which include IA's addenda and bulletins in 2017 AutoCAD Architecture format at the conclusion of the Project. General Contractor shall use IA's record drawings in the preparation of as-built construction drawings documenting contractor changes made during construction.
- The final drawings will be produced electronically in AutoCAD and PDF format.



- IA will post drawings and specifications to local printing vendor's file transfer protocol site (for example ARC or similar) to facilitate electronic transfer of drawing files and hard copy print requests. All printing and electronic file transfer costs shall be the responsibility of parties requesting prints and / or files from the printing vendor.
- City review and approval of Contract Documents shall be completed prior to Building Permit application to local jurisdiction.
- IA shall have no responsibility for the discovery, removal, handling, disposal of, or exposure of persons to hazardous materials, substances, and wastes in any form at the Project site, including but not limited to mold, asbestos, PCB or other toxic substances. The CLIENT shall retain an independent consultant who is trained and experienced in identification and survey of existing sites prior to start of demolition.



LIGHTING SCOPE OF SERVICE

Design Development

- Attend conceptual Design conferences via Lync or other virtual meeting platform.
- Outline lighting performance criteria.
- Review, assess, and offer feedback to the lighting budgets. Assist in the development of a budget as required. If a budget is not provided to IA in any given phase, then IA cannot be held responsible for overages in the lighting costs developed prior to receipt of official budgets.
- Develop lighting design concepts considering finishes, architectural constraints, architectural theme, special needs of audience members and performers, atmosphere, etc.
- Prepare specifications for new lighting fixtures where required; this work shall be comprised of a lighting fixture schedule with model numbers for primary and alternate manufacturers to facilitate competitive pricing, details for any non-standard lighting fixtures and catalog cuts for standard lighting fixtures with clarifying sketches as required for modified-standard lighting fixtures.
- Finalize placement of light fixtures prior to the beginning of Construction Documents phase.
- Coordinate with related Team Consultants (Mechanical, Electrical, Plumbing, Fire-Protection, Audio/Visual, Foodservice, etc.) as may be required.
- Study potential schemes for mounting systems for temporary theatrical lighting provided by others (performance companies, equipment rental agencies, etc).
- Develop potential schemes for a user-friendly pre-focused theatrical lighting system.

Construction Documents

- Working under the Design Team direct supervision, make final design and cost-related adjustments.
- Finalize lighting specifications package.
- Assist the Design Team with completion of drawing documentation and coordinate with the Design Team during the preparation of the architectural and electrical working drawings.
- All final documentation will be incorporated by the Architect and/or Consulting Engineer into their contract documents, as a coordinated package of information.
- Coordinate with the Consulting Engineer regarding their requirements for using specified lighting fixtures for Emergency Lighting. Electrical Engineer will provide their requirements no later than 3 weeks prior to documentation due-date.



Proposal No. IE- 1904
April 25, 2017
REVISED May 31, 2017

Mr. Chris Giannini
David Evans Associates, Inc.
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Ontario, California 91764

Subject: PROPOSAL FOR GEOTECHNICAL INVESTIGATION & PERCOLATION
TESTING
CATHEDRAL CITY COMMONS HERITAGE PARK OUTDOOR AMPHITHEATER
CATHEDRAL CITY, CALIFORNIA

Dear Mr. Giannini:

In accordance with your request, Geocon West, Inc. (Geocon) is pleased to submit this proposal to perform a geotechnical investigation and percolation testing once site design has been developed for the Cathedral City Commons Heritage Park Outdoor Amphitheater in Cathedral City, California. This proposal has been prepared based the project information provided in the Request for Proposals, our discussion with you, our brief geologic review of the site and vicinity, and our experience with similar projects.

PROJECT UNDERSTANDING

The amphitheater project is anticipated to include an interactive outdoor amphitheater with other possible amenities such as a play area, restroom building, and back of house structures for the amphitheater. The Heritage Park site is a 2.51acre lot located northeast of Cathedral Canyon Drive and Avenida Lalo Guerrero. The project has a limited budget. Therefore, we are providing scope and fee for an initial low-cost geotechnical input for initial project design followed by a geotechnical investigation to determine site specific design parameters once design elements are finalized.

Based on our experience near the site we anticipate the site is underlain by surficial undocumented fill over alluvial deposits emanating from the hills to the south. The sediments are anticipated to be inter-layered silty to clean sands with gravel, cobbles, and occasional boulders. We anticipate groundwater is more than 50 feet beneath the site. The site is not located within a State or County Fault Hazard Zone.

SCOPE OF SERVICES

Once the project design is determined, we would perform a geotechnical investigation and conduct percolation testing within the site to prepare a site specific geotechnical report providing geotechnical parameters for structural design and site earthwork for the project. Based on the discussion above, our scope of services will include the following:

- Mark the proposed excavation locations, and notify Underground Service Alert (USA) to locate and mark all utilities in the proposed investigation area. The Client should provide plans or field locations of existing subsurface utilities and subsurface irrigation lines prior to our exploration.
- Excavate three small-diameter geotechnical borings to depths of 25 and 50 feet (or practical refusal). The borings will be geologically logged in accordance with USCS classification system. We will collect disturbed and relatively undisturbed soils samples from the borings. Upon completion, two borings will be loosely backfilled with native soil cuttings. We have assumed the extra cuttings can be spread on the site and will not have to be drummed and removed.
- Excavate two percolation test borings and conduct percolation testing in accordance with Riverside County Flood Control and Water Conservation District's LID BMP Handbook (Appendix A). Percolation rates will be converted to infiltration rates by the Porchet Method.
- Perform laboratory tests on the soils encountered, which is anticipated to include in-situ moisture content and dry density, grain size distribution, corrosion screening, R-value, direct shear, consolidation, sand equivalent, and maximum density and optimum moisture content. The final laboratory testing program will be based on our observations during field exploration.
- Prepare a written report presenting our findings, conclusions, and recommendations regarding the proposed site development in accordance with the 2016 California Building Code. The report will include allowable bearing pressure, lateral earth pressures, coefficient of friction, in-situ soil density, shrink/bulk factors, site preparation and construction recommendations, corrosion screening, pavement section recommendations, and seismic design parameters. Our report will also include exploration logs, groundwater measurement data (if encountered), percolation test data and infiltration rates, locations of the exploratory excavations, and results of laboratory testing.

SCHEDULE

Once authorization to proceed has been provided, our research subsurface investigation services can begin. The USA marking, exploratory excavations, and percolation testing are anticipated to begin within two weeks of receiving notice to proceed, depending on equipment availability. Our field work will take two days to complete. Laboratory, engineering analyses, and report preparation can be accomplished within about four weeks from the field exploration for an anticipated project time line of approximately six weeks. We can provide information to the project team prior to our report completion to aid in the planning and design process.

EXHIBIT 1A: SCOPE OF WORK & SERVICES, ACOUSTICAL CONSULTING SERVICES

SCOPE OF WORK

The project consists of a new proposed Commons Heritage Park Outdoor Amphitheater. The proposed site is located adjacent to the Cathedral City Civic Center and is surrounded by a parking structure on one side, a police station, a movie theater, and Cathedral Canyon Drive. The total size of the lot is 2.51 acres.

SCOPE OF SERVICES

I. ACOUSTICAL ANALYSIS AND REPORT

A. Establish Applicable Noise Criteria

1. Review the Cathedral City' Noise Ordinance for applicable noise level limits and criteria.
2. Establish reasonable noise level criteria for the new Commons Heritage Park Outdoor Amphitheater.

B. Acoustical Measurements

1. Perform measurements at the proposed project site in Cathedral City, on the property lines of the site, and in any sensitive areas to determine existing noise conditions. VA will coordinate with the City a time that would be ideal to perform these measurements.
2. Analyze the existing site, make calculations to predict noise impact for the new amphitheater.
3. Evaluate the noise impact of the project on the property lines and the surrounding areas, as compared to the existing measured noise levels.
4. Compare the results of the analysis with the prevailing noise ordinance.

C. Noise Modeling

1. Using the source level measurements discussed in Section I.B, an acoustical model of the property will be developed using the Brüel & Kjær Predictor program.
2. Contour maps will be developed showing various zones of outdoor noise exposure both on the property and for the adjacent community.

- D. Acoustical Report.** VA will provide a brief acoustical report to the City summarizing the results including any recommendations that may be necessary to mitigate any potential noise issues or compliance problems.

II. ACOUSTICAL DESIGN

A. Recommendations

1. Assist with the shaping and orientation of the Amphitheater to optimize the projection of sound to the audience and minimize the acoustical impact on the nearby residences.
2. Make recommendations to reduce the acoustical impact of other activities on the site and from traffic on Cathedral Canyon Drive and Avenida Lalo Guerrero.
3. Provide a brief report summarizing our recommendations.
4. Attend a maximum of two (2) design coordination meetings.
5. Review drawings prepared by others for incorporation of our recommendations.

III. PRINCIPAL EXCLUSIONS AND ASSUMPTIONS

A. Assumptions

1. The Client will provide access to the proposed site for the measurements.
2. The Client will provide architectural plans of the existing site, if requested.
3. VA will travel no more than one (1) time to the site to perform the measurements. Additional site visits will be charged on an hourly basis.

B. Additional Services

1. Additional site visits
2. Attendance at hearings and/or public meetings
3. Additional noise measurements or any other work not discussed herein.
4. Opinions of probable cost
5. Value engineering or work resulting from value engineering after the completion of Construction Documents.
6. Services during the Construction Administration phase.

EXHIBIT 1B: SCOPE OF WORK & SERVICES, AUDIO-VISUAL SYSTEM DESIGN

VA provides, below, our assumptions about the needs of the sound reinforcement system that will be provided in our documents. During the Programming and Schematic phase, the requirements of the sound reinforcement system will be defined and documented by VA and approved by the Owner, prior to proceeding with preparation of Design Development drawings. Therefore, the Scope of Work and Professional Fees are subject to change.

Please note that we consider the Scope of Work and Professional Fees as being subject to adjustment until full concurrence on project scope is achieved. Equally, if services described herein are deemed not necessary, then fees will be equitably and appropriately adjusted.

SCOPE OF WORK

AV systems will include the following anticipated elements and systems.

Performance Theater Audio Video

Sound Reinforcement System
Assistive Listening System
Audio Stage Input Panels
Front of House Mix Position
Digital Audio Console
Control/Equipment Room

SCOPE OF SERVICES

I. DESIGN PHASE

A. Programming

1. Meet with the user groups to discuss their objectives for the sound reinforcement system. Discuss alternative approaches. Discuss the alternatives of installed equipment vs. making provisions for future equipment in the infrastructure. Discuss budget issues in general.
2. Develop a programming document for review and approval that includes the following information:
 - a. Summarize information determined from meeting.
 - b. Description of major systems and functions.
 - c. Alternatives.
 - d. Space requirements for control rooms, storage, etc.
 - e. Preliminary system budgets.

B. Schematic Phase

Based upon the approved program develop the design to the following level:

1. Establish space requirements for control rooms, equipment and equipment storage.
2. Establish requirements for special electrical power, grounds, etc.
3. Prepare Basis of Design narrative
4. Provide an engineer's opinion of probable cost for the installed systems.
5. Respond to comments associated with the Programming Report.
6. Provide equipment layout plan.

C. Design Development Phase

1. Prepare drawings that will be upgraded in terms of detail to become the final contract documents. These drawings will include:
 - a. Loudspeaker locations and types.
 - b. Equipment location plan.

- c. Sound system receptacle (microphone, auxiliary inputs, etc.) locations.
- d. Control and equipment room layouts.
- e. Preliminary details.
2. Provide heat load data and equipment power requirements.
3. Provide special attachment requirements.
4. Provide structural load information.

D. Contract Documents

1. Finalize contract drawings including the following:
 - a. Symbols, general notes.
 - b. Rack elevations.
 - c. Functional diagrams.
 - d. Wire specifications.
 - e. Final locations for sound reinforcement system components.
 - f. Speaker hanging and aiming details, as needed.
 - g. Facility panel details.
2. Complete sound reinforcement performance specifications including system programming specifications and other specification sections, as required.
3. Prepare final system cost estimates.

E. Meetings. Attend a maximum of two (2) meetings during the design process. VA has allocated one (1) meeting during the Programming phase with the Owner or their representatives and one (1) meeting in the construction documents phase.

F. Document Submittal and Coordination

1. Coordinate with the architectural and other consultants as required.
2. Submit sound reinforcement system documents and specifications a maximum of two (2) times during the design process. VA anticipates submitting 75%, and 100% Construction Documents packages.
3. Drawings will be submitted in AutoCAD. If Revit or BIM documentation is required, this will be performed as an additional service.
4. Specifications will be submitted in Microsoft Word format.

II. PRINCIPAL ASSUMPTIONS AND EXCLUSIONS

A. Assumptions

1. Plotting and printing of drawings and specifications for distribution to the owner and project team will be by the architect or others.
2. All fees are in current dollars as of the date of this proposal. Should the work be delayed beyond a reasonable, orderly and continuous progress of the project, fees may be equitably adjusted for escalation and inflation.

B. Excluded

1. Video System
2. Programmable Control System
3. Construction administration.
4. Computer hardware and software not directly related to the sound reinforcement system.
5. CCTV, MATV, Voice and Data Telecommunications
6. Consideration of any space other than those listed.

7. Participation in value engineering or peer review sessions and responding to value engineering review comments - other than as may be indicated above.
8. Value engineering or redesign after completion of contract documents.
9. Attendance at hearings, planning commission meetings, etc.
10. Revisions to previously performed work caused by changes to the original design criteria.
11. Preparation of construction documents for alternates.
12. Split project or construction documents into separate bid packages.
13. Converting drawings (hardcopy, PDF, TIF, etc.) to DWG format
14. Record Drawings.
15. Bidding negotiation and contract award.
16. Construction Administration.

May 2, 2017

Nabih Youssef & Associates, Structural Engineers (NYA) is pleased to present our proposal for structural engineering services for the proposed Cathedral City Commons Heritage Park Outdoor Amphitheater in Cathedral City, California. Based on the Request for Proposal we received on April 12, 2017, we have provided the following project description, scope of services and fee for this project:

The project consists of the development of a vacant lot of 2.51 acres to provide an outdoor amphitheater with various amenities. The total construction budget for the project is \$2.8 million. Although the exact scope of the project will need to be developed within the constraints of the given budget, the structural scope of work is expected to include the design of structure(s) for the following amenities:

- Stage Cover and Backdrop
- Green Room
- Storage
- Concession Area/Box Office
- Public Restrooms
- Electrical Room

Schematic Design:

1. Verify the viability of various load path configurations and construction materials.
2. Prepare initial outline Basis of Design of the selected system(s) indicating typical structural conditions, general components, and layout of the system.
3. Participate in project work sessions as required (assumed web-conferencing).

Design Development:

1. Develop initial design parameters with the Architect based upon the approved concept design.
2. Finalize Basis of Design of the selected system(s) indicating typical structural conditions, general components, and layout of the system.
3. Participate in the selection of the structural approaches for the support of non-structural architectural items and coordinate with the Architect and other related consultants.
4. Prepare design drawings and other documents as required describing the structural systems, materials, and design intent as delineated by the Architect and other such elements, as may be appropriate.
5. Coordinate work with that of other design consultants.
6. Participate in project work sessions as required (assumed web-conferencing).

Construction Document Phase:

1. Drawings and calculations shall be "signed and sealed" as required by the State of California.
2. Construction documentation shall include preparation of documents necessary to convey the design that shall be used for bidding and construction.
3. Coordinate as required with the Architect and other consultants.
4. Participate in project work sessions as required (assumed web-conferencing).
5. Produce, as required by jurisdictional authorities, structural calculations in order to facilitate review of the documents for permit.
6. Respond to plan review comments for structural systems and revise structural drawings as necessary to obtain building permit.

Bid Phase:

1. Assist the Owner during the Bid Phase with interpretation of the Bid Documents and coordination and preparation of Addenda.
2. Respond to Requests for Information during the Bid Phase.

ELECTRICAL ENGINEERING SCOPE OF SERVICES

A. PROJECT DESCRIPTION

The project includes an Outdoor Amphitheater with a covered stage for concerts, stage productions, cultural and civic events along with related amenities on an existing 2.51- acre site.

The electrical design will include the following:

- Outdoor Amphitheater and Stage.
- Walking Trails/Pathways.
- Dressing/Set-up Areas.
- Storage.
- Concession Area/Box Office
- Dining Area
- Public Restrooms
- Safety Lighting

B. SCOPE

1. Basic Services

Engineer will provide as Basic Services all of the electrical engineering services and instruments of service reasonably and appropriately required for the Project's electrical power and lighting systems as follows:

- a. One (1) coordination meeting with Client, and design team.
- b. One (1) pre-design site visit to review existing conditions.
- c. Coordinate on-site requirements with serving Utility Companies for service connection of electrical, telephone and CATV services.
- d. Coordination with Theatrical Lighting Consultant.
- e. Prepare Electrical Construction Documents for obtaining a building permit in accordance with the local Building Department and/or governing authority and make necessary modifications to meet compliance.
- f. The electrical Construction Documents shall include:
 - 1) Main electrical power service, metering and distribution.
 - 2) Complete Power Plans with electrical connections to all general and specialized systems.
 - 3) Complete Lighting Plans.
 - 4) Power connections to theatrical lighting system and controls.
 - 5) Electrical distribution system, single line diagram and load calculations.
 - 6) Conduit only for A/V, security and other low voltage systems.
 - 7) Various schedules, legends, sections, details, and instructions as required.
- g. Provide energy calculations as required for compliance with State of California Title-24 Lighting Energy Standards.
- h. Review and check the final documents for quality control prior to the final submission to the Client.
- i. Submit the final Drawings/Specifications to the Client for review and submittal to the required government agencies for Plan Check.
- j. Incorporate Plan Check corrections as required to obtain the building permit.
- k. Incorporate the Client's and Owner's coordination comments as required prior to the issuance of the documents for bid.

- I. Electrical Specifications for FBA Engineering design systems.
 - m. Construction Administration Services:
 - 1) Interpret the Electrical Construction Documents during the bidding phase and assist the Client in the preparation of addenda responding to these interpretations.
 - 2) Interpret the electrical documents for proper execution of electrical work during construction. Consultations with the Owner, Client or Contractor during construction at FBA Engineering office and/or via telephone.
 - 3) Review Shop Drawings and submittals as required by the Construction Documents.
 - n. Electrical As-Built Plans based upon information provided by the Contractor's red lines.
2. Unless Engineer expressly agrees in writing, however, these Basic Services will not include:
- a. Plan Check submittals, fees and permits.
 - b. Changes resulting from value engineering after commencement of Working Drawings.
 - c. Structural Engineering Services for electrical systems anchorage and/or support.
 - d. Evaluation, negotiation, use rated charges, and engineering for alternate utility source suppliers.
 - e. Telephone, data, television, building access controls and security systems, except as noted above.
 - f. LEED design and documentation.
 - g. Cost estimates.
 - h. Utility Company rebate program participation or documentation.
 - i. Traffic signals.
 - j. Street lighting.
3. Available Additional Services
Engineer will provide whatever Additional Services to which the parties may agree, including for example:
- a. Preparation for and attendance at meetings or presentations beyond those contemplated in the Basic Services.
 - b. Preparation of Construction Documents for additional electrical systems, or extending included systems to additional Project components or features.
 - c. Providing services for Project components designed or equipment specified by others in addition to providing designated power to designated locations as called for by the Basic Services.
 - d. Making revisions to instruments of service when such revisions are: (i) inconsistent with approvals or instructions previously given by Client, including revisions made necessary by changes in the Project program, budget, scheduling or phasing, or the result of Client's failure to render decisions in a timely manner; (ii) required by the enactment, amendment or revised interpretation of governmental or quasi-governmental requirements subsequent to the preparation of such documents, or by the discretionary decisions of governmental or quasi-governmental officials inconsistent with prior approvals; or (iii) necessitated by site or other conditions that were different from or in addition

to those of which Engineer was informed at the time the documentation was originally prepared.

- e. Providing more than one site visit or site visits for purposes other than those called for by the Basic Services.
- f. Providing services due to inadequate or improper contractor performance, unreasonable Contractor requests and claims and/or construction accidents or losses; changes concerning programming, scheduling, building systems, the method of procuring Construction Contracts, etc.; Project suspension; changes in Project management; defects or deficiencies in the work or services provided by or the termination of other consultants or Contractors; or conditions or circumstances not now anticipated or reasonably foreseeable.

4. Service Clarifications and Limitations

- a. Engineer's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceeds as expeditiously as practical; and Engineer will use its best efforts to meet any reasonable Project schedule, which shall be adjusted only for reasonable cause or by mutual consent.
- b. Unless expressly agreed otherwise in writing: (i) Engineer's investigation of existing conditions will be limited to visually reviewing the reasonably accessible portions of the existing facility to ascertain in general the accuracy of the Project's electrical "as built" documentation, and will not involve detailed surveys, destructive inspections or equipment or material testing; (ii) Engineer's instruments of service will be prepared in Engineer's standard format and level of quality and detail; (iii) Engineer's participation in Client's coordination of the Project's various Consultants will be limited to following Client's reasonable and appropriate directions, and will not involve procuring, critiquing or otherwise being responsible for the performance of others; (iv) Engineer's submittal reviews will be pursuant to the industry-standard protocol set forth in AIA Document A201- 1997; (v) Engineer will provide site observations for only the limited purpose of reviewing the construction for the extent of contractor progress and addressing any specific issues which may be brought to Engineer's attention by field personnel or others; and (vi) any "record documents" prepared by Engineer will reflect only any formal changes to the construction documents and the information provided to Engineer by way of a marked up set of the construction documents.
- c. If Client retains or allows the retention of any Design/Build Contractor concerning any electrical aspect of the Project, then Client shall require that each such contractor be responsible for (i) preparing all the engineering and other drawings and specifications for the components of its design/build undertaking; (ii) complying with the Project's requirements and space limitations; (iii) coordinating and interfacing with other trades and Consultants; (iv) obtaining any required or appropriate approvals from authorities having jurisdiction of other Project; and (v) serving as the Professional of Record for its portion of the work, responsible directly to Client. Design/build Contractor submittals will be reviewed by Engineer only if Engineer expressly agrees in writing to do so, and then only for general conformance with performance criteria; and Engineer will not otherwise assume any responsibility for the design, installation or performance of any design/ build system or components.
- d. Engineer warrants that all of the services provided by and on its behalf pursuant to this Agreement will be performed in accordance with generally and currently accepted electrical engineering principles and practices as embodied in Engineer's standard procedures and protocols. This warranty is in lieu of all other warranties, either express or implied. In particular, and without limitation,

Engineer will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the Engineer's services such as building codes and statutory functionality standards; but compliance with these laws as they may be eventually interpreted by others cannot be guaranteed. In no event will Engineer guarantee cost or schedule estimates or projections, or any prognostications as to future events; and when used in conjunction with the providing of services pursuant to this Agreement, such terms as "certify," "warrant," "confirm," "make sure," "insure," "ensure," "assure," or the like do not constitute a guarantee, but rather a representation based on professional opinion or judgment.

- e. Engineer will undertake professional responsibility for only the electrical engineering services expressly undertaken pursuant to this Agreement, and not otherwise. Engineer will not be legally liable for providing or failing to provide environmental, acoustical, mechanical, structural or other engineering services, or any specialty consulting services such as data/communications or audio/visual consulting. Further and without limitation, Engineer will not be responsible for delays or other matters beyond its reasonable control; for inaccurate or incomplete information provided to it by Client or other reasonably reliable sources; for any services or instruments of service provided by others even if incorporated into Engineer's instruments of service for ease of reference or otherwise; for unauthorized modifications to or deviations from Engineer's instruments of service or the use of unfinalized instruments of service for bidding or the like; for site conditions of which it was not timely informed; for hazardous materials or toxic substances at the Project site; for the specification of products or equipment for purposes consistent with the manufacturer's published literature; for reasonable interpretations of legal requirements; for construction means, methods, techniques, sequences or procedures; for safety precautions and programs in connection with any Project investigation, demolition or construction; for the timeliness or quality of Contractor performance or for the failure of any Contractor to perform work in accordance with the Project's Construction Documents; or for actions or inaction of others including other Consultants, Utility Companies and Governmental or Quasi-Governmental Agencies.

5. Client Responsibilities

In conjunction with Engineer's performance, and as a material factor in the determination of Engineer's fee, Client shall make responsible efforts to cooperate with Engineer including without limitation:

- a. Designate a single Representative with appropriate authority with whom the Engineer may deal with; and direct all communications to Engineer's Project Manager.
- b. Provide all relevant Project information to Engineer in a timely manner; and respond to Engineer's questions and requests for information approval within a reasonable time.
- c. Provide appropriate coordination with and among the Project's various Consultants.
- d. Refrain from authorizing or allowing recorded or unrecorded deviations from Engineer's instruments of service, or the use of Engineer's unfinalized Instruments of Service for estimate or other purposes without Engineer's knowledge and consent.

SECTION E: PROJECT SCHEDULE

DEA is committed to providing the City of Cathedral City with exemplary design services. We will work closely with staff to ensure the completion of the project within the desired time frame. To assist DEA's project managers in meeting tight schedules, DEA utilizes computer software, such as Microsoft Project, to create a critical path schedule and to identify start and end times for each task, slack times for non-critical tasks, and dependencies between tasks. Once adopted, the schedule is reviewed on a regular basis to ensure that tasks are progressing as planned. When deviations to the schedule result from factors beyond our control, the schedule is updated to reflect current estimates for completion dates and staffing requirements. If a scheduling conflict is identified during a technical group's meeting, the project manager is responsible for resolving the conflict. DEA has been commended many times for meeting and beating project schedules set by our clients. We realize the importance that has been placed upon our firm to provide a quality product in a timely manner. We understand the need for accelerated schedules and have a great deal of confidence in our ability to meet project schedules. A copy of our project schedule is provided herewith.

ID	Task Name	Duration	Start	June 1		July 2017		August 1		September 2017		October 1		November 2017		December 1			
				5/21	6/4	6/18	7/2	7/16	7/30	8/13	8/27	9/10	9/24	10/8	10/22	11/5	11/19	12/3	12/17
1	Commons Heritage Park Outdoor Amphitheater	138 days	Tue 6/20/17	[Gantt bar from 6/20/17 to 11/17/17]															
2	Kick off Meeting / Site Assessment	1 day	Tue 6/20/17	[Gantt bar at 6/20/17]															
3	Programming	4 days	Tue 6/20/17	[Gantt bar from 6/20/17 to 6/24/17]															
4	Programming Interviews	1 day	Tue 6/20/17	[Gantt bar at 6/20/17]															
5	Topographic Survey	15 days	Mon 6/26/17	[Gantt bar from 6/26/17 to 7/10/17]															
6	Schematic Design	25 days	Mon 6/26/17	[Gantt bar from 6/26/17 to 8/1/17]															
7	Design Development	25 days	Mon 7/31/17	[Gantt bar from 7/31/17 to 9/5/17]															
8	Construction Documents	55 days	Mon 9/4/17	[Gantt bar from 9/4/17 to 11/29/17]															
9	Precise Grading, Paving and Drainage Plan	50 days	Mon 9/11/17	[Gantt bar from 9/11/17 to 11/1/17]															
10	Hydrology Study	45 days	Mon 9/18/17	[Gantt bar from 9/18/17 to 11/3/17]															
11	Erosion Control Plan	40 days	Mon 9/25/17	[Gantt bar from 9/25/17 to 11/14/17]															
12	Utility Improvement Plan	40 days	Mon 9/25/17	[Gantt bar from 9/25/17 to 11/14/17]															
13	Horizontal Control, Signing and Striping Plan	40 days	Mon 9/25/17	[Gantt bar from 9/25/17 to 11/14/17]															
14	WQMP	50 days	Mon 9/11/17	[Gantt bar from 9/11/17 to 11/1/17]															
15	Demolition Plan	40 days	Mon 9/25/17	[Gantt bar from 9/25/17 to 11/14/17]															
16	Site Plan	55 days	Mon 9/4/17	[Gantt bar from 9/4/17 to 11/29/17]															
17	Irrigation Plans	35 days	Mon 10/2/17	[Gantt bar from 10/2/17 to 11/16/17]															
18	Planting Plans	40 days	Mon 9/25/17	[Gantt bar from 9/25/17 to 11/14/17]															
19	Specifications / Bid Schedule	30 days	Mon 10/9/17	[Gantt bar from 10/9/17 to 11/18/17]															
20	Construction Cost Estimate	25 days	Mon 10/16/17	[Gantt bar from 10/16/17 to 11/10/17]															
21	75% CDs Submission	1 day	Fri 10/13/17	[Gantt bar at 10/13/17]															
22	100% CDs Submission	1 day	Fri 11/17/17	[Gantt bar at 11/17/17]															
23	Plan Check Phase & Drawings Sign Off	30 days	Fri 11/17/17	[Gantt bar from 11/17/17 to 12/17/17]															
24	Project Monthly Meetings (6)	91 days	Tue 8/1/17	[Gantt bars at 8/1, 8/29, 9/26, 10/23, 11/20, 12/17/17]															
30	Outreach Meetings (4)	50 days	Thu 7/6/17	[Gantt bars at 7/6, 7/20, 8/3, 8/27/17]															