

**Ridgecrest City Council
Successor Redevelopment Agency
Financing Authority
Housing Authority
AGENDA**

March 4, 2026
Regular Session 6:00 p.m.

CITY COUNCIL

Travis Endicott, Mayor

Kyle Blades, Mayor Pro-Tem

Solomon P. Rajaratnam, Vice Mayor

L. Scott Hayman, Council Member

John 'Skip' Gorman, Council Member

Travis Reed, City Manager

Keith Lemieux, City Attorney
Martin Koczanowicz, City Attorney



**City Hall, Council Chambers
100 West California Avenue
Ridgecrest CA 93555**

Ricca Charlton, CMC
City Clerk

rcharlon@ridgecrest-ca.gov
(760) 499-5002

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in the meeting, please contact Ricca Charlton at (760) 499-5002. Requests must be made as early as possible and at least one full business day before the start of the meeting.

Watch meetings on-line:

All of our meetings are streamed live at <https://ridgecrest-ca.gov/369/Watch> or on YouTube at <https://www.youtube.com/cityofridgecrest/live> and are also available for playback after the meeting.

Call in for public comments:

To participate with verbal comments, *please call (760) 499-5010*. This phone line will allow only one caller at a time, so if the line is busy, please continue to dial. We will be allowing a 20-30 second delay between callers to give time for media delays and callers to dial in. If you wish to comment on multiple items you will need to call in as each item is presented.

*Agendas are available on the City Website
<https://www.ridgecrest-ca.gov/council-agendas>*

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**RIDGECREST CITY COUNCIL
SUCCESSOR REDEVELOPMENT AGENCY
FINANCING AUTHORITY
HOUSING AUTHORITY
AGENDA**

Wednesday, March 4, 2026

Regular Session – 6:00 p.m.

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

REGULAR SESSION

- Pledge Of Allegiance
- Invocation

PUBLIC COMMENT OF ITEMS NOT ON THE AGENDA - Persons wishing to address the Council on matters that are within the Council’s jurisdiction and DO NOT ALREADY APPEAR ON THE AGENDA, may do so at this time.

COUNCIL ANNOUNCEMENTS/DIRECTION

CONSENT CALENDAR – All Matters Listed Under The Consent Calendar Are To Be Considered Routine And Enacted By One Motion Unless Pulled By A Council Member Or A Member Of The Public.

1. Proposed Action To Approve Draft Minutes Of The Regular Ridgecrest City Council Meeting Dated Feb. 18, 2026 **Charlon**
2. Update Of Community And Economic Development Manager Job Description **Reed/Ysit**

DISCUSSION / ACTION ITEMS

3. A Resolution Of The Ridgecrest City Council Approving An Amendment To The Professional Services Agreement With Flewelling & Moody, Inc., For Consulting Services **Roberts**
4. Proposed Approval For Increased Appropriations In The Annual Budget To Install A Mini Split In The New Snack Bar At The Leroy Jackson Softball Fields **Wegener**
5. Discussion Regarding Needed Appointments To Council Committees, Boards, And Commissions **Charlon**

PUBLIC HEARINGS

6. A Public Hearing And Resolution Approving The Fiscal Year 2026-2027 Annual Application Regarding The Kern County Community Development Block Grant (CDBG) Program **Wegener**

COMMITTEE REPORTS

Economic Development Committee

Members: Kyle Blades and Solomon Rajaratnam
Meeting: 1st Monday of the month @ 5:15 p.m.
Location: City Hall Conference Room B, 1st Floor
➤ **Report from March 2, 2026**

Finance Committee

Members: Solomon Rajaratnam and Scott Hayman
Meeting: 2nd Tuesday *every other month* at 5:30 p.m.
Location: City Hall Conference Room B, 1st Floor
➤ **Next meeting April 14, 2026**

Infrastructure Committee

Members: Mayor Endicott and Kyle Blades
Meeting: 4th Thursday each month at 5:00 p.m.
Location: City Hall Conference Room B, 1st Floor
➤ **Next meeting March 26, 2026**

Parks, Recreation, and Quality of Life Committee

Members: Mayor Endicott and Scott Hayman
Meeting: 1st Tuesday each month at 5:30 p.m.
Location: City Hall Council Chambers
➤ **Next meeting April 7, 2026**

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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Ridgecrest City Council
Successor Redevelopment Agency
Financing Authority
Housing Authority
STAFF REPORT

SUBJECT: Proposed Action To Approve Draft Minutes Of The Ridgecrest City Council Regular Meeting Dated February 18, 2026

PRESENTED BY: Ricca Charlon, City Clerk

SUMMARY:

Draft Minutes of the City Council / Successor Redevelopment Agency / Housing Authority / Financing Authority Regular Meeting Dated February 18, 2026

FISCAL IMPACT: None

ACTION REQUESTED: Approve minutes

CITY MANAGER'S RECOMMENDATION: Action as requested

Submitted by: Ricca Charlon

Action Date: March 4, 2026

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**RIDGECREST CITY COUNCIL
SUCCESSOR REDEVELOPMENT AGENCY
FINANCING AUTHORITY
HOUSING AUTHORITY
DRAFT MINUTES**

Wednesday, February 18, 2026

Regular Session – 6:00 p.m.

This meeting was recorded and will be on file in the Office of the City Clerk for a certain period of time from date of approval by the Ridgecrest City Successor Agency/Financing Authority/Housing Authority. Meetings are recorded solely for the purpose of preparation of minutes.

ROLL CALL

Council Present: Mayor Endicott; Mayor Pro-Tem Blades; Council Member Gorman

Absent: Vice Mayor Rajaratnam; Council Member Hayman

Staff Present: City Attorney M. Koczanowicz; Acting City Manager Brewton; City Clerk Charlon

APPROVAL OF AGENDA - *Motion To Approve* – Blades – Gorman – 3 ayes; 2 absent

REGULAR SESSION – 6:00 p.m.

PUBLIC COMMENT OF ITEMS NOT ON THE AGENDA – S. Merck; M. Licitra; M. Sinnott; D. Neal

COUNCIL ANNOUNCEMENTS/DIRECTION

CONSENT CALENDAR

1. *Proposed Action To Approve Draft Minutes Of The Regular Ridgecrest City Council Meeting Dated Feb. 4, 2026* **Charlon**

2. *Proposed Action To Approve Draft Minutes Of The Special Ridgecrest City Council Meeting Dated Feb. 9, 2026* **Charlon**

Motion To Approve Consent Calendar – Blades – Gorman – 3 ayes; 2 absent

PUBLIC HEARINGS

3. *A Public Hearing And Approval Of A Resolution Of The Ridgecrest City Council Establishing A Finding For Unmet Transit Needs That Are Reasonable To Meet With The Public Transportation System For Fiscal Year 2026-2027* **Transit**

Staff report reviewed

Open Hearing – 6:24 p.m.

Public Comments – S. Merck – concerned about the Sr. Center access/use of the bus system.

Close Hearing – 6:26 p.m.

Motion To Approve– Blades – Gorman – 3 ayes; 2 absent

COMMITTEE REPORTS

Economic Development Committee

Members: Kyle Blades and Solomon Rajaratnam
Meeting: 1st Monday of the month @ 5:15 p.m.
Location: City Hall Conference Room B, 1st Floor
➤ **Next meeting March 2, 2026**

Finance Committee

Members: Solomon Rajaratnam and Scott Hayman
Meeting: 2nd Tuesday *every other month* at 5:30 p.m.
Location: City Hall Conference Room B, 1st Floor
➤ **Report from February 10, 2026**

Infrastructure Committee

Members: Mayor Endicott and Kyle Blades
Meeting: 4th Thursday each month at 5:00 p.m.
Location: City Hall Conference Room B, 1st Floor
➤ **Next meeting February 26, 2026**

Parks, Recreation, and Quality of Life Committee

Members: Mayor Endicott and Scott Hayman
Meeting: 1st Tuesday each month at 5:30 p.m.
Location: City Hall Council Chambers
➤ **Report from February 11, 2026**

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT – 6:41 p.m.

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**Ridgecrest City Council
Successor Redevelopment Agency
Financing Authority
Housing Authority
STAFF REPORT**

SUBJECT: Update Of Community And Economic Development Manager Job Description

PRESENTED BY: Travis Reed, City Manager & Chief of Police M. Ysit

SUMMARY:

Background

With the recent organizational changes at City Hall, Code Enforcement Officers have been operating under the supervision of the Community and Economic Development Manager. This reporting structure was implemented administratively to improve coordination and align code enforcement activities with broader community development objectives.

Analysis

Since the transition, staff has observed improved communication, enhanced coordination of development-related activities, and increased operational efficiency within the department. Code Enforcement activities are closely connected to community development, planning, and economic initiatives, making this supervisory alignment a practical and effective fit. Formalizing this structure will ensure clarity in roles and responsibilities, maintain organizational consistency, and accurately reflect current operations.

Recommendation

Staff recommends that the City Council approve the updated job description to formally reflect that Code Enforcement Officers report to the Community and Economic Development Manager.

FISCAL IMPACT: None

ACTION REQUESTED: Approve

CITY MANAGER'S RECOMMENDATION: Action as requested

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RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL APPROVING AN UPDATED JOB DESCRIPTION TO FORMALLY ESTABLISH THAT CODE ENFORCEMENT OFFICERS REPORT TO THE COMMUNITY AND ECONOMIC DEVELOPMENT MANAGER

WHEREAS, following recent organizational changes at City Hall, Code Enforcement Officers have been operating under the supervision of the Community and Economic Development Manager; and,

WHEREAS, this reporting structure was implemented administratively to improve coordination and align code enforcement activities with broader community development objectives; and,

WHEREAS, since the transition, staff has observed improved communication, enhanced coordination of development-related activities, and increased operational efficiency within the department; and,

WHEREAS, Code Enforcement activities are closely connected to community development, planning, and economic initiatives, making this supervisory alignment a practical and effective organizational structure; and,

WHEREAS, formalizing this reporting relationship will ensure clarity in roles and responsibilities, maintain organizational consistency, and accurately reflect current operations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

1. The City Council hereby approves the updated job description for Code Enforcement Officers to formally establish that they report to the Community and Economic Development Manager.
2. The approved job description shall be incorporated into the City's organizational structure to reflect current operations.

PASSED AND ADOPTED by the City Council this 4th day of March, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Travis Endicott, Mayor

ATTEST:

Ricca Charlon, City Clerk

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COMMUNITY AND ECONOMIC DEVELOPMENT MANAGER

DEFINITION

Performs a variety of supervisory, administrative, and professional work in development and implementation of community development plans, long term and current planning activities, economic development strategies, and building and plan check programs and services; to coordinate assigned activities with other City departments and outside agencies; to provide highly responsible and complex administrative support to the City Manager's Office; and to act as a member of the City Manager's management team. Assists city staff in the enforcement of local ordinances and in interpreting city codes and master plans. Assists in designs for parks, streetscapes, landscapes and other municipal projects. Serves as a member of various city employee committees, and may serve as liaison to City Council sub-committees and other groups as assigned. Represents the City at various meetings and conferences. Performs general management duties for City Manager as assigned. Assists staff in the performance of their duties as required.

CLASS CHARACTERISTICS

This class reports directly to the Community Development Director / Economic Director or to the City Manager and is responsible for the development and administration of programs designed to address primary areas of City service and provide highly technical and complex professional assistance in matters relating to the City's economic development projects. The incumbent is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Administrator. The incumbent may also function as a member of the City's management team and participate actively in addressing issues of concern to the City, which at times may not have a direct impact on area of specialization.

ESSENTIAL FUNCTIONS

These functions may not be present in all positions in multiple position classes. When a position is to be filled, the essential functions will be noted in the announcement of position availability.

Manages and supervises community and economic development operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.

Provides leadership and direction in the development of short- and long-range plans and projects; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.

Provides professional planning and development advice. to City Manager, City Council and other officials; makes private and public presentations to City Council, boards, commissions, civic groups and the general public.

Communicates official plans, programs, policies and procedures to staff and the general public.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.

Supervises and administers community and economic development programs and services pursuant to adopted plans, regulations and budgets. Work with and advise the City Manager, members of City Council, and appropriate boards on various economic development activities. Assists City Council and City Manager in formulation of policies relating to community and economic development. Develops and implements work programs and techniques to be followed for the attraction and retention of business to and within the community. Assists and initiates such policies and programs. Support ongoing commercial projects, light industrial and commercial project development, expanded retail development and local labor force enhancement programs.

Works with relevant economic groups, and organizations at the local, regional, state and national levels.

Coordinates economic development strategies for use of redevelopment and/or other related programs.

Maintains harmony among workers and resolves grievances; Performs or assists subordinates in performing duties; adjusts errors and complaints.

Supervises the development and implementation of growth management, land use, economic development, housing, California Environmental Quality Act (CEQA), or other plans and codes to meet the City's needs and any inter-governmental agreements or requirements. Coordinates implementation of utility, transportation, park and open space, facilities and solid waste elements with the City's General Plan.

Supervises the evaluation of land use proposals for conformity to established plans and ordinances; evaluates proposals' development impact as they relate to the adopted plans of the City and makes recommendations. Oversees approval of development permits, sign permits, subdivision plats, boundary line adjustments, and minor land development proposals within scope of authority and responsibility.

Administers and provides general oversight to City's Aircraft Noise Insulation Program and/or similar related airport related programs within scope of authority and responsibility, including assisting in policy development and implementation.

Provides administrative oversight of Chief Building Inspector (Building Official) who is responsible for the enforcement of a variety of codes, including Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, Uniform Electrical Code, Uniform Fire Code, Uniform Housing Code, Uniform Abatement of Dangerous Buildings Code, and local codes such as, nuisance, General Plan, zoning, and City's Municipal Code etc.

Resolves complex and sensitive customer service issues, either personally, by telephone or in writing.

Oversees the permitting functions of the department, including application, fee assessment and collection, application and plan review, permit issuance, inspection, and occupancy.

Prepares and administers annual operating budget.

Ensures the maintenance of accurate and complete records of department activities and of records relating to licenses, permits, maps, blueprints, overlay, and sketches pertinent to urban planning and development programs and projects.

Provides staff support to various boards and commissions, as needed and assigned.

Monitors inter-governmental decisions and legislative affecting department operations and takes appropriate action.

Serves when needed as a member of a task force or committee composed of city, county, state or private groups.

Prepares and writes grant applications.

Administers City's Community Development Block Grant (CDBG) applications and other state and Federal grant programs as assigned.

Serves as the Planning Commission Secretary.

Oversees the development and maintenance of a database of information for planning and community development purposes.

Negotiates, coordinates and manages professional service contracts.

Attends professional development workshops and conferences to keep abreast of trends and developments in the field of municipal planning.

Supervision of Code Enforcement

QUALIFICATIONS

Education and/or Experience

Any combination of formal and informal education and experience that would demonstrate the knowledge, skills and abilities as outlined above is qualifying. A typical way to obtain the knowledge and skills is: A Bachelors' degree from an accredited College or in land-use planning, urban planning, public administration, business administration, economics or a closely related field, and five years' experience in community and/or economic development or Any equivalent combination of education and experience, with additional education substituting on a year for year basis for the required experience.

Knowledge, Skills, and Abilities

Considerable knowledge of zoning laws and comprehensive plans including their formation, process of adoption, and enforcement; Extensive knowledge of planning programs and processes; Working knowledge of personal computers and GIS applications; Considerable knowledge of HUD Community Development Block Grant and other urban development programs. Skilled in the operation of a computer, including word processing software; motor vehicles; and various office machinery.

Ability to communicate clearly and concisely, both orally and in writing; research and prepare complex reports on a variety of subjects; establish and maintain effective relationships with the community at large, the City Council, and other public officials; plan, direct, and coordinate community development related programs including current and advance planning, building and safety, housing, engineering, public works maintenance and economic development and manage a department; select, train, supervise and evaluate employees; represent the City in a variety of meetings; make decisions regarding operational and personnel functions; operate programs within allocated amounts; respond to emergency and problem situations in an effective manner; understand, explain and apply policies and procedures; analyze unusual situations and resolve them through application of management principles and practices; develop comprehensive plans to meet future City needs/services; deal constructively with conflict and develop effective resolutions; plan and enforce a balanced budget; develop new policies impacting department operations/procedures; interpret financial statements and cost accounting reports.

Special Requirements

Possession of or ability to obtain a Class C California driver's license and a satisfactory driving record.

Receive satisfactory results from a background investigation, physical examination, drug testing and administrative screening which meet the established qualification standards.

PHYSICAL PROFILE: Category I; 4, 5, 6, 7, 12, 13, 18, 19, 20.

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**RIDGECREST CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
HOUSING AUTHORITY/FINANCING AUTHORITY AGENDA ITEM
STAFF REPORT**

SUBJECT: A Resolution Of The Ridgecrest City Council Approving An Amendment To The Professional Services Agreement With Flewelling & Moody, Inc., For Consulting Services

PRESENTED BY: Terry Roberts, Public Works Director

SUMMARY:

The City had previously entered into an Agreement with Flewelling & Moody, Inc., for consulting services for the design for the Sgt. John Pinney Memorial Pool Complex.

Notice has been provided for additional services associated with the Sgt. John Pinney Pool Complex. The proposed change includes the addition of approximately 0.7 acres of developed area beyond the area pervious contracted. This additional developed area expands the scope of services to align with current project needs and operational requirements.

Since Flewelling & Moody, Inc., was performing the design of the Complex, they were chosen to perform the additional design. At the request of City Staff, they provided a proposal dated 29 January 2024, in the amount of \$73,820.00.

City Staff reviewed the proposal and determined it was accurate, fair, and reasonable, and intend to Amend the current Agreement to include this additional design.

Measure P funds will be used for this Amendment.

FISCAL IMPACT: \$73,820.00 of Measure P funds.

ACTION REQUESTED:

1. Authorizes the award of an Amendment to Flewelling & Moody, Inc., for the additional developed area in the amount of \$73,820.00.
2. Authorizes the Finance Director to make all capital and revenue transfers necessary.
3. Authorizes the City Manager to execute the agreement.
4. Authorizes Staff to create a purchase order in the amount of \$73,820.00 for said services.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION: Action as Requested

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RESOLUTION NO. 26-XX

A RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FLEWELLING & MOODY, INC., FOR CONSULTING SERVICES

WHEREAS, in 2023, the City entered into agreement with Flewelling & Moody, Inc., for consulting services for the design for the Sgt. John Pinney Memorial Pool Complex; and,

WHEREAS, notice of additional services has been given to expand the previously contracted Sgt. John Pinney Pool Complex to include approximately 0.7 acres of additional developed area; and,

WHEREAS, Flewelling & Moody, Inc., was performing the design of the Complex, they were chosen to perform the additional design; and,

WHEREAS, At the request of City Staff, Flewelling & Moody, Inc., provided a proposal dated 29 January 2024, in the amount of \$73,820.00; and,

WHEREAS, City Staff have reviewed the proposal and determined it to be accurate, fair, and reasonable; and,

WHEREAS, funds to perform this work are available in Measure P funds; and,

WHEREAS, City staff recommends the award of an Amendment to Flewelling & Moody, Inc., for the additional developed area in the amount of \$73,820.00.

NOW, THEREFORE, BE IT RESOLVED, that the City of Ridgecrest hereby:

1. Authorizes the award of an Amendment to Flewelling & Moody, Inc., for the additional developed area in the amount of \$73,820.00
2. Authorizes the Finance Director to make all capital and revenue transfers necessary.
3. Authorizes the City Manager to execute the agreement.
4. Authorizes Staff to create a purchase order in the amount of \$73,820.00 for said services.

APPROVED AND ADOPTED, this 4th day of March, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Travis Endicott, Mayor

ATTEST:

Ricca Charlon, CMC
City Clerk

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AMENDMENT NO. 2 TO CONSULTANT AGREEMENT
FLEWELLING & MOODY – SGT. JOHN PINNEY MEMORIAL POOL COMPLEX

This Amendment No. 2 to the Consultant Agreement ("Amendment No. 2") is entered into as of March 4, 2026 ("Effective Date"), by and between the City of Ridgecrest, a municipal corporation ("City"), and Flewelling & Moody, a California corporation ("Flewelling & Moody"). City and Flewelling & Moody are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Pursuant to the FY24 budget and Resolution 23-61, the City and Flewelling & Moody entered into a Consultant Agreement for Professional and Engineering Services ("Master Agreement"), attached hereto as **Attachment "B."** Thereafter, pursuant to the referenced resolution, on August 16, 2023, the City and Flewelling & Moody amended the Agreement to provide oversight, project management, and engineering services for the Sgt. John Pinney Memorial Pool Complex project.

B. Section 20 (Integration) of the Master Agreement, states that the agreement "may not be modified or altered except in writing, signed by both parties".

C. As commenced, the City has requested Flewelling & Moody to submit a Change Order proposal to detail the additional requested work. The Change Order is attached hereto as **Attachment "A"** and truly simply extends the agreement for FY23 for the services Flewelling & Moody has already been providing.

D. The Parties now desire to amend the Master Agreement to provide for certain professional and engineering consulting services related to designing new elements for the pool complex. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Master Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Flewelling & Moody hereby agree to amend the Master Agreement by this Amendment No. 2 as follows:

1. **Additional Design Services.** Subject to the terms and conditions of this Amendment No. 2 Flewelling & Moody will provide through its professionals, the necessary professional and engineering services, as indicated by the tasks enumerated in Attachment "A" to this Amendment No. 2 consistent with applicable laws and good industry practices. For purposes of this Amendment No. 2, the aforementioned scope of additional services and tasks for design services as indicated in Attachment A shall hereinafter be referred to generally by the capitalized term "Work". Work shall only be authorized and commenced for specific tasks and projects as provided for in Section 2(c) of the Master Agreement.

2. **Consideration for Additional Services.** Section 3 of the Master Agreement shall be amended, per Amendment No. 2 to increase the original amended contract not to exceed sum of \$1,280,910.00 by \$73,820.00 for a new total not to exceed sum, unless future written authorization is given **\$1,354,730.00**. Additional services including but not limited to: Project Management Support, Consultant Coordination, Bi-weekly Meetings, and an allowance for as-needed Assistance and their respective funding allocations shall be amended as indicated in **Attachment "A"**.

3. **Miscellaneous.**

(a) **Effect of Amendment.** The term "**Agreement**" when used in the Master Agreement shall mean the Master Agreement as amended, modified, and supplemented by this Amendment No. 2, unless the context would require otherwise. Except to the extent the Master Agreement is modified by this Amendment No. 2, the remaining terms and conditions of the Master Agreement shall remain unmodified and in full force and effect. In the event of conflict, between the terms and conditions of the Master Agreement and the terms and conditions of this Amendment No. 2, the terms and conditions of this Amendment No. 2 shall prevail and control.

(b) **Entire Agreement.** The Master Agreement, together with this Amendment No.2, embodies the entire understanding between City and Flewelling & Moody with respect to its subject matter and can be changed only by an instrument in writing signed by City and Flewelling & Moody.

(c) **Headings.** Headings in this Amendment No. 2 are for convenience of reference only.

(d) **Counterparts.** This Amendment No. 2 may be executed in one or more counterparts, including facsimile counterparts or electronic-mail counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Amendment No. 2.

IN WITNESS WHEREOF, this Amendment No. 2 has been executed as of the day and year first set forth above.

CITY OF RIDGECREST,
a municipal corporation

Flewelling & Moody,
a California corporation

By: _____
Name: Travis Reed
Title: City Manager

By: _____
Name:
Title:

Date: _____

Date: _____

ATTACHMENT "A"
(Change Order - Additional Scope of Work)
Flewelling & Moody Proposal dated January 29, 2024



AIA[®]

Document G801™ – 2017

Notice of Additional Services

PROJECT: *(name and address)*
Sgt. John Pinney Memorial Pool
Replacement
205 S. Warner Street, Ridgecrest CA
93555
Flewelling & Moody Project No.
3055.150

AGREEMENT INFORMATION:
Date: August 1, 2023

NOTICE INFORMATION:
Notice Number: 001

Date: January 29, 2024

OWNER: *(name and address)*
Ron Strand, City Manager
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

ARCHITECT: *(name and address)*
Scott F. Gaudineer, AIA C-14211
Flewelling & Moody, Inc.
99 S. Lake Avenue, Suite 300
Pasadena, CA 91101
323-543-8300

Select as appropriate:

- ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED**
(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:

(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)

Addition of approximately 0.7 acres of developed area to the previously contracted Sgt. John Pinney Pool Complex at 205 S. Warner Street, Ridgecrest California.

Compensation Adjustment:

One lump sum of additional services fees: \$73,820.00 (seventy-three thousand eight hundred twenty dollars and no cents)

Schedule Adjustment:

None

- ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**
(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:

(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ISSUED BY THE ARCHITECT:

Flewelling & Moody, Inc.
ARCHITECT (Firm name)

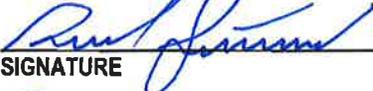

SIGNATURE

Scott F. Gaudineer, Architect
PRINTED NAME AND TITLE

1-29-2024
DATE

OWNER'S AUTHORIZATION, IF REQUIRED:

CITY OF ROSELAND
OWNER (Firm name)


SIGNATURE

RONALD STRANO CITY MANAGER
PRINTED NAME AND TITLE

1-30-24
DATE

**ATTACHMENT "B"
(Master Agreement)
Consultant Agreement
Flewelling & Moody**



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1st day of August in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Ron Strand City Manager
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

and the Architect:
(Name, legal status, address and other information)

Scott F. Gaudineer CEO / President
Flewelling and Moody, Inc.
815 Colorado Blvd., Suite 200
Los Angeles, CA 90041

for the following Project:
(Name, location and detailed description)

Sgt. John Pinney Memorial Pool Replacement
205 S. Warner Street, Ridgecrest CA 93555
Flewelling & Moody Project number: 3055.100

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Replace existing pool complex and facilities.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$12,000,000.00 to \$13,000,000.00 (twelve million dollars to thirteen million dollars and no cents)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Init.

Design Development 100% September 1, 2023
Construction Documents 100% by November 1, 2023

.2 Construction commencement date:

Second quarter 2024

.3 Substantial Completion date or dates:

Summer 2025

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design - Bid - Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Per CA Title 24 and Green Code

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ron Strand, City Manager
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

Init.

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Scott F. Gaudineer, CEO President
815 Colorado Blvd. Suite 200
Los Angeles, CA 90041
323-543-8300

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Jeff Lubberts S.E.
RGSE
2720 Cochran St., Suite 8B
Simi Valley, CA 93065
805-522-3379

.2 Mechanical Engineer:

Sunil Patel P.E.
Budlong
1000 Paseo Camarillo, Suite 140
Camarillo, CA 93010
805-987-4001

.3 Electrical Engineer:

Manan Christian
Budlong
1000 Paseo Camarillo, Suite 140
Camarillo, CA 93010
805-987-4001

4. Civil Engineer
Encompass Consulting Group (ECG)
Josiah Jenison
25115 Avenue Stanford, Suite A320
Santa Clarita, CA 91355

Init.

661-600-9367

5. Landscape Architect
OASIS Associates, Inc.
Michael Cripe
3427 Miguelito Court
San Luis Obispo, CA 93401
805-541-4509

6. Pool Consultant
Aquatic Design Group
Dennis Berkshire, President
2226 Faraday Avenue
Carlsbad, CA 92008
800-938-0542

7. Cost Estimator
Stone Creek Engineering
Jeff Threet, P.E.
1187 Vanderbilt Circle, Unite 6
Manteca, CA 95337

§ 1.1.11.2 Consultants retained under Supplemental Services

ZC Sustainability
John Zinner
859 25th Street
Santa Monica, CA 90403
310-319-1131

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract

Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Previously Completed
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Basic Services
§ 4.1.1.9 Landscape design	Basic Services
§ 4.1.1.10 Architectural interior design	Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided - By Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided

Init.

§ 4.1.1.29 Other services provided by specialty Consultants	Basic Services
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

See notes in Supplemental Services Chart

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Programming per Owner's Feasibility Studies.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Forty (40) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and

filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration,

provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

15% of remaining unbilled fees.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

25% of Fees.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

\$1,200,000.00 (one million two hundred thousand dollars and no cents)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit 'A' 2023 Fee Schedule.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty-five	percent (	25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit 'A' 2023 Fee Schedule

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the

Init.

Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

7 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Hourly

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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User Notes:

(3B9ADA37)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Ron Strand City Manager
(Printed name and title)

ARCHITECT (Signature)

Scott F. Gaudineer, CEO President C-14211
(Printed name, title, and license number, if required)



Init.

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User Notes:

(3B9ADA37)

Additions and Deletions Report for **AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:00:23 ET on 08/02/2023.

PAGE 1

AGREEMENT made as of the 1st day of August in the year 2023

...

Ron Strand City Manager
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

...

Scott F. Gaudineer CEO / President
Flewelling and Moody, Inc.
815 Colorado Blvd., Suite 200
Los Angeles, CA 90041

...

Sgt. John Pinney Memorial Pool Replacement
205 S. Warner Street, Ridgecrest CA 93555
Flewelling & Moody Project number: 3055.100

PAGE 2

Replace existing pool complex and facilities.

...

\$12,000,000.00 to \$13,000,000.00 (twelve million dollars to thirteen million dollars and no cents)

PAGE 3

Design Development 100% September 1, 2023

...

Construction Documents 100% by November 1, 2023

...

Second quarter 2024

...

Summer 2025

...

N/A

...

Design - Bid - Build

...

Per CA Title 24 and Green Code

...

Ron Strand, City Manager
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

...

N/A

...

TBD

PAGE 4

N/A

...

N/A

...

Scott F. Gaudineer, CEO President
815 Colorado Blvd. Suite 200
Los Angeles, CA 90041
323-543-8300

...

Jeff Lubberts S.E.

...

RGSE

...

2720 Cochran St., Suite 8B

...

Simi Valley, CA 93065

...

805-522-3379

...

Sunil Patel P.E.

...

Budlong

...

1000 Paseo Camarillo, Suite 140

...

Camarillo, CA 93010

...

805-987-4001

...

Manan Christian

...

Budlong

...

1000 Paseo Camarillo, Suite 140

...

Camarillo, CA 93010

...

805-987-4001

...

4. Civil Engineer

...

Encompass Consulting Group (ECG)

...

Josiah Jenison

...

25115 Avenue Stanford, Suite A320

...

Santa Clarita, CA 91355

PAGE 5

661-600-9367

...

5. Landscape Architect

...

OASIS Associates, Inc.

...

Michael Cripe

...

3427 Miguelito Court

...

San Luis Obispo, CA 93401

...

805-541-4509

...

6. Pool Consultant

...

Aquatic Design Group

...

Dennis Berkshire, President

...

2226 Faraday Avenue

...

Carlsbad, CA 92008

...

800-938-0542

...

7. Cost Estimator

...

Stone Creek Engineering

...

Jeff Threet, P.E.

...

1187 Vanderbilt Circle, Unite 6

...

Manteca, CA 95337

...

§ 1.1.11.2 Consultants retained under Supplemental ~~Services~~:Services

...

ZC Sustainability

...

John Zinner

...

859 25th Street

...

Santa Monica, CA 90403

...

310-319-1131

...

N/A

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.00) per claim and two million (\$ 2,000,000.00) in the aggregate.

PAGE 13

§ 4.1.1.1	Programming	<u>Previously Completed</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Basic Services</u>
§ 4.1.1.9	Landscape design	<u>Basic Services</u>
§ 4.1.1.10	Architectural interior design	<u>Basic Services</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided - By Contractor</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>

§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Basic Services</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

...

See notes in Supplemental Services Chart

...

Programming per Owner's Feasibility Studies.

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- ~~.2 (Forty (40)~~ visits to the site by the Architect during construction

...

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[X] Litigation in a court of competent jurisdiction

PAGE 19

15% of remaining unbilled fees.

...

25% of Fees.

PAGE 21

\$1,200,000.00 (one million two hundred thousand dollars and no cents)

...

TBD

...

See Exhibit 'A' 2023 Fee Schedule.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

...

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>Forty-five</u>	percent (	<u>45</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)

PAGE 22

See Exhibit 'A' 2023 Fee Schedule

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

PAGE 23

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

7 %

...

Hourly

PAGE 24

Ron Strand City Manager

Scott F. Gaudineer, CEO President C-14211

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:00:23 ET on 08/02/2023 under Order No. 4104238357 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

President / CEO

(Dated)

8.1.23

EXHIBIT A

FLEWELLING & MOODY INC.
SCHEDULE OF BILLING RATES – 2023

Managing Principal	\$300.00
Principal	\$285.00
Associate Principal	\$260.00
Managing Architect	\$225.00
Senior Design Architect	\$200.00
Architect II	\$190.00
Architect I	\$175.00
CASp Services	\$225.00
Senior Project Manager	\$225.00
Project Manager II	\$190.00
Project Manager I	\$175.00
Senior CA Field Representative	\$190.00
CA Field Representative II	\$175.00
CA Field Representative I	\$155.00
Job Captain	\$175.00
Senior Designer	\$155.00
Designer II	\$135.00
Designer I	\$115.00
CADD III	\$135.00
CADD II	\$115.00
CADD I	\$95.00
Senior Tech Assistant	\$115.00
Tech Assistant II	\$105.00
Tech Assistant I	\$95.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect or at the time of renewal or an extension of contract.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Governmental fees
Reproductions
Plotting (required deliverables)
Scanning
Travel (in excess of 100 miles)
Photocopying
Subsistence
Sub-Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

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**Ridgecrest City Council
Successor Redevelopment Agency
Financing Authority
Housing Authority
STAFF REPORT**

SUBJECT: Proposed Approval For Increased Appropriations In The Annual Budget To Install A Mini Split In The New Snack Bar At The Leroy Jackson Softball Fields

PRESENTED BY: Nerissa Wegener, Parks and Recreation Director

SUMMARY:

City staff has been talking with the IWW Youth Softball organization for the last year about the need to install a mini split in the snack bar on the new concession building at the softball fields located at the Leroy Jackson Sports Complex. City staff have discussed the use of the park facility funds with IWWYS and they have agreed to use the funds for this project. City staff obtained 3 quotes and discussed them with the organization to be sure that we are all in agreeance of the cost. The weekly facility fee was adopted by Council in the FY 20 budget. The usage fees are paid by sports organizations who reserve the fields and held in an individual fund for each facility. These funds are to be used for future repairs and improvements costing \$10,000 or more.

Benefits of installing a mini split system include:

- Controlling building temperature during the spring and summer
- Makes the building more comfortable for the users

City staff has received 3 quotes to install the mini split at an estimated cost of \$14,968.75, which includes a 25% contingency to address any unexpected issues.

Staff recommends that the Ridgecrest City Council approve a resolution authorizing the installation of a mini split unit in the snack bar located at the Leroy Jackson Youth Sports Complex in the amount of \$14,968.75.

FISCAL IMPACT: Allocate increase for installation of a mini split unit in the snack bar located at the Leroy Jackson softball fields

ACTION REQUESTED:

1. Authorize the Finance Director to make the following adjustment in the FY26 budget: Transfer \$14,968.75 from 266.63.6306.4503.000 unallocated General Fund to expenditure account number 100.63.6306.5103.301 for the purchase and Install of a mini split unit in the new snack bar at the Leroy Jackson Softball Complex.

CITY MANAGER'S RECOMMENDATION: Action as requested

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RESOLUTION NO. 26-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING INCREASED APPROPRIATIONS IN THE ANNUAL BUDGET TO INSTALL A MINI SPLIT IN THE NEW SNACK BAR AT THE LEROY JACKSON SOFTBALL FIELDS

WHEREAS, the City Council of the City of Ridgecrest has duly adopted its annual budget per resolution; and,

WHEREAS, resolution 21-30 spells out the circumstances whereby total fund appropriations may be and can be increased; and,

WHEREAS, certain increases in annual appropriations and estimated revenues to the budget require City Council Resolution prior to implementation; and,

WHEREAS, The City of Ridgecrest Parks and Recreation Department is asking council to approve a \$14,968.75 increase to account number 100.63.6306.5103.301 to install a mini split in the new snack bar at the Leroy Jackson Sports Complex. This price includes a 25% contingency for any unforeseen problems; and,

WHEREAS, this was not a budgeted expense for the Fiscal Year 2026; and,

WHEREAS, the city has followed the purchasing policy and has obtained the estimates for the purchase and installation; and,

WHEREAS, these funds will be used to install a mini split in the new snack bar at the Leroy Jackson Sports Complex. The funds will be coming from the park facilities fees that have been paid into by IWV Youth Softball organization.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest does hereby:

1. Authorize the Finance Director to make the following adjustment in the FY26 budget: Transfer \$14,968.75 from 266.63.6306.4503.000 unallocated General Fund to expenditure account number 100.63.6306.5103.301 for the purchase and Install of a mini split unit in the new snack bar at the Leroy Jackson Softball Complex.

APPROVED AND ADOPTED, this 4th day of March 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Travis Endicott, Mayor

ATTEST:

Ricca Charlon, City Clerk

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**Ridgecrest City Council
Successor Redevelopment Agency
Financing Authority
Housing Authority
STAFF REPORT**

SUBJECT: Discussion Regarding Needed Appointments To Council Committees, Boards, And Commissions

PRESENTED BY: Ricca L. Charlon – City Clerk

SUMMARY:

Due to 2 recent citizens resigning from committees, appointments are necessary to fully staff the committees.

Mayor Endicott will be nominating to fill the position on the Measure V committee.

Council member Rajaratnam will be nominating to fill the position on the Measure P committee.

Attached is an updated committee spreadsheet.

FISCAL IMPACT: None

ACTION REQUESTED: Appoint Members To Committees, Boards, And Commissions

CITY MANAGER’S RECOMMENDATION:

Submitted by: Ricca Charlon

Action Date: March 4, 2026

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Commissions, Board, & Committees	Mayor Travis Endicott	Skip Gorman	L. Scott Hayman	Solomon P. Rajaratnam	Kyle Blades
Planning Commission (Each Council Member nominates a commissioner)	Cody Pauxtis	Juan 'Bernie' Mondragon	Vanessa Hayman	David Percifield	Bill Farris Jr.
Personnel Commission (Each Council Member nominates a commissioner)	Mike Gross	Mike Avery	Reg Johnson	Adrian Ochoa	Bill Farris Jr.
Construction Appeals Board (Each Council Member nominates a commissioner)	Clifton Robbins	Bill Freund	Alex Gross	Mike Ferguson	Bill Farris Jr.
Handicap Access Appeals Board (Municipal Code requires 2 members be physically handicapped, 2 members experienced in construction, and 1 member be a public member)	Lora Vitale	Crisian Loya	Alex Gross	Chris Hill	Bill Farris Jr.
Ridgecrest Area Convention & Visitors Bureau (RACVB) Council Appointment & 1 Alternate (1)	Staff - J. Rickets	Rajaratnam			
Kern Council of Governments (KernCOG) (1 Council Appointment & 1 Alternate)	Gorman	Blades			
Navy Community Council (Mayor + 1 Council Appointment)	Endicott	Rajaratnam			
IWV Groundwater Authority	Hayman	Blades			
Finance Committee	Hayman	Rajaratnam			
Civilian & Military Affairs	Mayor	Chief of Police			
East Kern County Air Pollution Control Board	Gorman	Blades			
Quad State Local Governments Authority	Gorman				
League of California Cities	Blades	Gorman			
Disaster Council (appointments set by Municipal Code)	Mayor/Chair	City Manager/Director of Emergency Services	Chief of Police/Asst. Director of Emergency Services	Other Emergency Service Personnel as appointed by the Director of Emergency Services to fulfill critical functions	
Round Table/BLM	Gorman	Hayman			
Infrastructure Committee	Endicott	Blades	Planning Commissioner Cody Pauxtis	Planning Commissioner Bernie Mondragon	
City Organization and Services	Gorman	Endicott	Planning Commissioner Warren Cox	Planning Commissioner Bill Farris Jr.	
Parks, Recreation, Quality of Life (includes Senior Advisory Council and Arts Council)	Hayman	Endicott	Planning Commissioner Vanessa Hayman	Planning Commissioner Cody Pauxtis	
Economic Development Committee	Blades	Rajaratnam	Planning Commissioner Bill Farris Jr.	Planning Commissioner Bernie Mondragon	
Measure V (Each Council Member nominates a member)		Chris Hill	Brandon Temple	Gurpreet Badrain	Holly Farris
Measure P (Each Council Member nominates a member)	Bradley Patin	Denise Gorman	Elidia Dixon		Holly Farris
EAST Kern EDC	Blades	Staff - J. Rickets			
LAFCO	Endicott				
Kern EDC	Bill Farris Jr.				

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: A Public Hearing And Resolution Approving The Fiscal Year 2026-2027 Annual Application Regarding The Kern County Community Development Block Grant (CDBG) Program

PRESENTED BY: Nerissa Wegener, Parks and Recreation Director

SUMMARY:

A noticed Public Hearing for March 4, 2026 was established to discuss and prioritize proposed Community Development Block Grant (CDBG) Projects for the Fiscal Year 2026-2027 Annual Application for Community Development Programs within the County of Kern. The anticipated fair share amount for FY 2026-2027 is \$88,704.00. Public comments are solicited and will be heard and accepted before approval of the selected project. The Resolution is presented to confirm the allocation of funds at the conclusion of the Public Hearing and must be filed, along with the project application, with the County of Kern.

It is appropriate to open the Public Hearing, receive public comments, and review and discuss proposed projects as determined by the City Council.

Staff recommends allocating the FY 2026–2027 CDBG funds in the amount of \$88,704.00 toward improvements at Freedom Park, to be combined with FY 2024–2025 CDBG funding for the development of an all-inclusive playground.

The estimated total project cost is \$577,190.00, with the remaining balance of \$339,853.06 to be funded through sources to be identified and budgeted at a later date.

Freedom Park is heavily utilized by residents of all ages and demographics for recreation, community events, and relief from extreme summer heat. This project would address community concerns regarding the lack of an all-inclusive playground within the city and supports ongoing improvements planned for this area. Staff believes this investment will significantly enhance overall quality of life for residents.

Staff considered other potential CDBG-eligible projects, including the addition of a pump track or additional skate features at the skate park; however, the all-inclusive playground was determined to be a better fit for this funding opportunity. Combining two CDBG funding cycles will also reduce the financial impact on the City.

The project concept was presented to the Quality-of-Life Committee on February 11, 2026, and the Committee approved moving forward with consideration of the all-inclusive playground project for the CDBG Public Hearing.

FISCAL IMPACT:

ACTION REQUESTED: Hold the Public Hearing and adopt the Resolution approving the Fiscal Year 2026-2027 Annual Application and approve the Kern County Community Development Block Grant Application and direct staff to submit the application.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION: Action as requested

Submitted by: Nerissa Wegener, Parks and Recreation Director

Action Date: March 4, 2026

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RESOLUTION NO. 26-

A PUBLIC HEARING AND RESOLUTION APPROVING THE FISCAL YEAR 2026-27 ANNUAL APPLICATION REGARDING THE KERN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, the Kern County Department of Community Development requires that public comment be obtained for proposed Community Development Block Grant (CDBG) Projects for the FY2026-27; and,

WHEREAS, the City Council of the City of Ridgecrest on March 4, 2026 held a duly noticed Public Hearing for the purpose of obtaining public input and identifying unmet needs of the community; and,

WHEREAS, the anticipated fair share amount for FY2026-27 is \$88,704.00; and,

WHEREAS, after the Public Hearing and input from city staff, City Council elected to combine funds for FY2026-27 with the CDBG FY2024-25 funding allocation for improvements to Freedom Park all-inclusive playground with a total amount of grant funding to be \$237,336.94; and,

WHEREAS, the estimated total cost of the Freedom Park all-inclusive playground project is \$577,190.00, with the remaining balance of \$339,853.06 to be funded through sources to be identified and budgeted at a later date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest does hereby agree to the above and adopt this resolution; and,

1. Authorized the City Manager to execute and sign the CBDG application and related documents.

APPROVED AND ADOPTED this 4th day of March 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Travis Endicott, Mayor

ATTEST:

Ricca Charlon
City Clerk

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KERN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

City of Ridgecrest
Ricca Charlon, City Clerk
100 W. California Ave., Ridgecrest, CA 93555
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Project Name: City of Ridgecrest – Freedom Park Upgrades

PROJECT PURPOSE AND BENEFIT

A. What is the purpose of the project? Provide a brief statement of the problem to be addressed and describe what the project will accomplish. (See attached list of Eligible Activities and National Objectives, Appendix A.)

The CDBG money will be helping to provide an all-inclusive playground to Freedom Park. This year's application will be combined with our FY24-25 application to allow the city to address the public's request to provide these items and provide a playground and small shaded gathering area that everyone can use while also being in an underserved area of Ridgecrest. This area will be undergoing many improvements over the next few years including a new pool and an extended Splash Pad renovation that will also include all-inclusive features. Using these funds to provide a playground and small seating area will be a great way to create a cohesive space within the park and will increase use of this park, encourage movement, socializing, provide shade for when temperatures reach triple digits and better Quality of Life for the residents of Ridgecrest.

B. Provide a map showing the specific geographic service area boundaries of your project. (See attached description of Determining Service Areas, Appendix B.) Ridgecrest City Limits

C. Describe who or what group(s) will benefit from the project. Include characteristics such as race, gender, income, age, etc. (See attached form pursuant to HUD requirements of Outcome Performance Measurement, Appendix C.) The public, tourists, and community members all of which have users who vary in race, gender, age, ability and income.

PROJECT DESCRIPTION

Describe all components of the project, in a detailed narrative. Indicate "N/A" if the question is not applicable to your project:

A. Where is the project to be located?

100 West California Ave. Ridgecrest, CA 93555
APN# 478-010-07
Maps and photographs attached

B. MAJOR WORK ITEMS (one or more may apply):

1. For acquisition of property, a building, or public easement, provide the following: N/A

2. For new construction, provide the following: N/A

3. For rehabilitation, renovation or expansion of an existing facility, provide the following:

Some of the deficiencies we would like to correct at Freedom Park is to provide an all-inclusive playground and small shaded seating area. This will be the first all-inclusive playground in Ridgecrest and will also provide shade/coverings for community members to utilize during the summer when temperatures reach triple digits. These renovations will help increase utilization of the park and create a more cohesive area for the community to gather throughout the entire year. Currently this facility is maintained by the City of Ridgecrest and no third-party agreement is needed.

C. For larger scale projects, will this project be phased?

This project will be completed simultaneously and no phasing will be needed.

D. Who will implement this project (complete design, conduct bid advertising, contracting, etc.)?

The Parks and Recreation Director will oversee the project. The design is not currently complete and will be contracted out.

E. Please describe all alternative sites and alternative project designs that were considered:

Upgrades and additional features being added to the skate park located at Leroy Jackson Sports Complex were also considered. This project was not chosen as the playground and seating area project was a better fit for this funding process and fit better within the timeline for all the other upgrades being provided in this area.

FUNDING SOURCES/PROJECT COST ESTIMATE

A. Please explain why CDBG assistance is needed for this project?

The City of Ridgecrest is still recovering from many unforeseen events and natural disasters such as COVID19, the 2019 earthquakes, and Hurricane Hilary that resulted in loss of revenues and issuance of additional funding for unforeseen emergency repairs and revitalization. We have also seen a decrease in program participation due to the economic decline and increased cost of living. This has limited our Recreation Department’s ability to provide necessary upgrades to our facilities and programs throughout several years. CBDG assistance is needed for this project as we feel it is important to be able to provide our community with adequate facilities that fit our extreme climate and current circumstances. This year’s application will be combined with our FY24-25 application to lower the amount of funding the city has to provide for the project.

B. Itemize all sources of funding expected to be available and used for this project.

Source of Funds	Amount of Funding Expected
Community Development Block Grant	\$ 237,336.94
Other Federal Source(s)	\$
State Source(s)	\$
Local/Applicant Source(s)	\$ 339,853.06
Total Funding	\$ 577,190

NOTE: Total funding as shown above must match the “Total Project Cost” shown on the next page of the application.

For all non-CDBG funding sources provide:

C. Please identify the source of funds for annual operating & maintenance costs (if any) associated with this project? City of Ridgecrest General Fund.

D. Provide an itemized cost estimate using the format shown on next page.

PROJECT COST ESTIMATE

Note: Pricing estimates should take into account federal and state prevailing wage requirements.

Prepared By: Nerissa Wegener, Director

Date Prepared: November 2023

Description of Item	Quantity	Unit of Measure*	Unit Price	Total Price
Playground Area Equipment	1	Total	\$200,000	\$200,100
Benches & Tables	1	Total	\$28,000	\$28,000
Total materials				\$288,000

Construction Cost	\$ 239,000
Real Property Acquisition (if applicable)	\$ 0
Design Cost (10% of construction cost)	\$ 23,900
Advertisement	\$ 250
Construction Inspection (15% of construction cost)	\$ 35,850
Contract Administration/HUD Monitoring (5% of construction cost)	\$ 11,950
Contingency (10% of construction cost)	\$ 23,900
Escalation (6% of construction cost)	\$ 14,340
Project Delivery Cost (Planning and Natural Resources Department – CD Costs)	\$ 0
TOTAL PROJECT COST**	\$ 577,190

PLANNING ISSUES

- A. What is the current zoning of the project site?** RSP (Recreation, Schools and public use)
What is the current Specific or General Plan Designation of the project site? Parks
Are the proposed uses consistent with the current Land Use Categories assigned under the local plan?
Yes
- B. Will a general plan amendment, zone change, conditional use permit or zoning variance / modification be required for the proposed use of the site?** N/A
- C. Are there any Federal or State review and approval process required for the proposed project?** N/A
- D. What is the proposed source of water for the project?** IWV Water District for potable water, well systems for landscape and irrigation.
What is the proposed method of sewage disposal? N/A
Are new connections proposed in association with the project? N/A
- E. Have you received all clearances and/or commitments from affected public utility companies (electricity, sewer, water, etc.) or railroads to complete this project?** N/A

ENVIRONMENTAL DATA

Prior to HUD's release of Grant conditions and/or funds for a CDBG-funded project, a review of the project's potential impact on the environment must be conducted, and the County of Kern must certify to HUD that it has complied with all applicable environmental procedures and requirements. Complete answers to the following questions must be provided in order to initially assess a proposed project's potential environmental issues/concerns. Project conditions or mitigation, if any, may be an additional project cost.

A. Land Use

- 1. What use(s) currently occupy the project site (e.g., vacant, industrial, residential, etc.)?**
Recreation
- 2. What land uses (e.g., agriculture, residences, school, etc.) are north, south, east, & west of the site?**
Schools to the West, Residences to the South, Parks to the West, Businesses to the North and East
- 3. How many structures are on the site?** 3
- 4. Please provide the year built of all buildings or structures on the site.** City Hall - 1988, Kerr McGee Community Center -1988 and Freedom Park pre-fabricated Bathroom 2020

B. Environmental Studies/Reports: None

C. Are there any storage tanks/containers (larger than 100 gallons) on the project site or in a mile of the project's vicinity? N/A

D. Describe any surface waters on the site or in the surrounding area (e.g., wetlands, rivers, drainage basins, lakes, etc.) N/A

E. Noise Sources: N/A

F. Describe the project site's topography and vegetation.

Flat land covered with mainly grass. Roads run on the West, Parking lot on the South side of the site.

G. Will these improvements:

- 1.) Increase residential densities?** No
- 2.) Make a vacant building habitable?** No
- 3.) Convert the type of use of a building to habitation?** No

Appendix
OUTCOME PERFORMANCE MEASUREMENT

*(This section **must** be completed in order to be considered for funding)*

HUD requires recipients of federal funds to assess the objectives and outcomes of all projects undertaken. A Performance Measurement System has been designed by HUD to establish and track measurable goals and objectives for the CDBG, ESG, and HOME Programs. Applicants are required to identify the objectives and outcomes of their proposed projects and to predict benefits and measure performance. ***If a project is approved for funding, the applicant must agree to collect and report all data required in accordance with the requirements set forth by HUD and as stipulated in the project agreement.***

1. Project Objectives:

Why is the proposed project/program needed?

This project is needed so that we can provide a much-needed resource to our community members in installing an all-inclusive playground and small seating- area as well as shade. It is important to our community that our facilities meet their needs so that they may improve their quality of life, health and physical education through socialization and community connections.

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2. Project Outcomes:

What changes do you expect will be achieved as a result of the proposed project or program?

We expect that this project will increase quality of life for all Ridgecrest residents. It will allow for all community members to participate together in a cohesive family friendly area. This will encourage community members, groups and organizations to utilize our park and also encourages socialization in a healthy outdoor environment.

3. Project Benefit:

- a. How many persons or households is the proposed project/program expected to benefit? Ridgecrest projected population of 29,136
- b. How many jobs is the proposed project/program expected to create and/or retain? N/A
- c. How many dwelling units is the proposed project/program expected to create and/or rehabilitate? **0**

Additional Application Information Required for Outcome Performance Measurement:

1. Will the project provide a new service or benefit to residents? Yes
2. Will the project provide improved service or benefit to residents? Yes
3. Will the project upgrade a currently substandard service, facility or improvements? Yes
4. Will the facility provide overnight shelter or other emergency housing? No

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