



SERVICE AUTHORIZATION

PROJECT NO.	P2019-0638S	DATE	March 23, 2020
PROJECT NAME	Proposal for Environmental Services for the Town of Yucca Valley's Proposition 68 Aquatics and Recreational Center Project		

TYPE OF AUTHORIZATION:

- Fixed Price Project Time and Materials Project
 Contract Extension Meetings Extra to Contract

Reimbursables: No Charge Extra to Contract 10% Markup on Subconsultants

RETAINER:

\$ 0.00 Yes* No

*All retainers are either applied to the final invoice or refunded at the close of the project.

BUDGET AMOUNT:

\$ 71,320 Not to Exceed Estimated

AGREEMENT BETWEEN:

CLIENT	Town of Yucca Valley	CONSULTANT	PlaceWorks
STREET ADDRESS	57090 Twentynine Palms Highway	STREET ADDRESS	3 MacArthur Place, Suite 1100
CITY STATE AND ZIP	Yucca Valley, CA 92284	CITY STATE AND ZIP	Santa Ana, CA 92707
CONTACT	Shane Stueckle	CONTACT	Nicole Vermilion
Hereinafter referred to as "Client."		Hereinafter referred to as "Consultant."	

This document authorizes the Consultant to execute the following services for the Client as indicated below:

SCOPE AND DURATION OF SERVICES:

See scope of work dated March 23, 2020, entitled, "Proposal for Environmental Services for the Town of Yucca Valley's Proposition 68 Aquatics and Recreational Center Project [P2019-0638S]"

SCHEDULE:

Billing will be monthly based upon our standard hourly rates of \$45 to \$350, depending upon the professional's level of expertise.

GENERAL TERMS OF CONSULTING AGREEMENT:

These General Terms are a part of this contract. All of the services to be provided are referred to collectively as the "Work." This Proposal expires if the Agreement is not signed within 90 days from the date that the proposal was issued.

(1) Acceptance and Authorization to Proceed. When Client signs and returns to Consultant a copy of this Proposal or Service Authorization, an Agreement will be formed authorizing Consultant to proceed with the Work as described.

(2) Performance by Consultant. Consultant will use all reasonable efforts to cause the Work to be performed by qualified persons under the supervision of Consultant. Except as provided below, the Work will proceed in accordance with the schedule included in this Agreement.

(3) Scope of Work. The scope of services set forth in this Agreement is based on facts known to Consultant at the time Consultant signed the Proposal or Service Authorization, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined. Consultant will promptly provide Client with an amendment to this Agreement to recognize the additional information learned and changes in defining the scope and pricing for the Work. Client will have fifteen (15) days after receiving the proposed amendment to sign and return the amendment. If Client fails to sign and return the amendment within that time, Consultant may suspend work until satisfactory arrangements are agreed to in writing by Consultant and Client.

(4) Coordination with Client. Consultant and Client shall cooperate in proceeding with the Work under the direction and approval of the Client's Authorized Representative identified above, which representative or an alternate shall be available for Consultant at all reasonable times. Consultant and Client, recognizing that time is of the essence, agree that oral communications and instructions may be necessary. Consultant will, in the interest of the project, comply with such oral instructions. However, Consultant will promptly confirm its receipt of the oral instructions by sending Client a written memorandum by electronic or regular mail. The instructions will be deemed confirmed by the Client if the Consultant does not receive written withdrawal of or changes to the instructions within five (5) days after Consultant sent the confirmation to Client. If the instructions require changes in scope and pricing for the Work, Consultant will provide Client with an amendment for signature. Client will provide Consultant with access to the property which is the subject of the Work, along with all reports and other information which Client has concerning the Work.

(5) Charges for Work. Client will be charged for, and Client shall pay for without deduction or offset, the Work performed, in accordance with Consultant's current schedule of charges, billing rates, and expense reimbursement policies. Work will be limited by the amount included in the total of estimated costs stated in the proposal unless an increase is authorized in writing by Client. Although Consultant's schedule of charges and billing rates is subject to periodic review and revision, the current schedule will remain in effect for six months from the date a Proposal or Service Authorization is submitted by Consultant. Changes in the scope of the Work must be made in writing and will be charged for in accordance with this Agreement.

(6) Unanticipated Delays. Consultant shall not be liable for time delays or damages resulting from the actions or inactions of government agencies, including but not limited to, permit processings, environmental impact reports, general plans and amendments, and zoning matters. If the Work has not been completed in accordance with the schedule included in this Agreement, through no fault of Consultant, and the parties agree to an extension of the schedule, the fee schedule will be adjusted automatically to Consultant's current posted billing rates. Changes in a Client's Project Manager or changes in government plans, policies, programs, or ordinances may be a basis for Consultant to submit an Amendment to this Agreement addressing the impact of the change.

(7) Reimbursable Expenses. All of Consultant's expenses for document copying, FAX, delivery, travel, services, equipment and facilities are charged to Client at Consultant's cost.

(8) Billing and Payment. Time is of the essence in payment of invoices. Consultant invoices for Work performed will be issued at the close of each calendar month and upon completion of the Work. Any comments or questions which Client has concerning the contents of an invoice or the Work represented by an invoice must be submitted to Consultant in writing within fifteen (15) days after Client receives the invoice. If no such comments or questions are received by Consultant, the Work represented and the invoice shall be considered correct and accepted by Client. If payment for an invoice is not received by Consultant within forty-five (45) days after the date of the invoice, a reasonable late charge will be applied to all amounts outstanding, commencing thirty (30) days after the date of the invoice and continuing monthly until all amounts have been paid in full.

(9) Suspension or Termination. Either party may suspend or terminate the Work at any time upon seven (7) days' written notice to the other party. Client shall pay all amounts due for the Work to the effective date of suspension or termination, plus all costs incurred by Consultant as a result of the termination or suspension.

(10) Client Files. When the Work is completed or this Agreement is terminated and Consultant has been paid in full, Consultant will, upon written request of Client, provide Client with all files reports and exhibits prepared by Consultant in performing the Work, except computer programs or data prepared by or for Consultant in connection with the Work. Reuse of any documents or other

deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables Consultant's written consent, shall be at Client's risk. Client shall indemnify and defend against, and hold harmless from, all claims, losses, liabilities, and expenses asserted against or incurred by Consultant arising out of or connected with any such unauthorized reuse or alteration. Unless instructed otherwise in writing it is Consultant's policy to destroy Clients' files five (5) years after the date of final billing for the Work.

(11) Limitation of Liability. Consultant shall be liable to Client only for losses incurred by Client which are directly caused by (a) the acts or omissions of Consultant, in violation of this Agreement, and (b) willful misconduct or gross negligence of Consultant. Consultant shall not be liable to Client for (a) delays caused by factors beyond the reasonable control of Consultant, or (b) consequential damages. Consultant's liability to Client shall be further limited to the amount available from Consultant's insurance, if any. Except for claims for indemnification, the time period for bringing claims under this agreement expires one year after Consultant issues its final invoice for the Work.

(12) Insurance Cooperation. Client may, at Client's expense, obtain insurance to protect it against any risk resulting from this Agreement or the Work, and Consultant will cooperate with Client in obtaining such insurance.

(13) Indemnity to Consultant. Client shall indemnify and defend against, and hold Consultant harmless from all claims, losses, liabilities and expenses asserted against Consultant by third parties or incurred by Consultant as a result of such third party assertions.

(14) Confidentiality. Consultant will take reasonable steps to protect the confidentiality of information obtained by Consultant in performing the Work, when Client advises Consultant in writing of the confidential nature of such information. Consultant may use Client's name in general descriptions of the Work and services performed by Consultant.

(15) Employee Solicitation. Neither Client nor Consultant shall offer to employ or employ any employee of the other during, and for a period of six (6) months after termination of this Agreement.

(16) Settlement of Disputes. The parties will attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement promptly by negotiations. If any party reaches the conclusion that the controversy or dispute cannot be resolved by unassisted negotiations, such party may notify the Judicial Arbitration and Mediation Service ("JAMS"), 500 North State College Boulevard, Suite 600, Orange, California 92668, (714) 939-1300. JAMS will promptly designate a mediator who is independent and impartial, and JAMS' decision about the identity of the mediator will be final and binding. The parties agree to conduct at least eight (8) consecutive hours of mediated negotiations within thirty (30) days after the notice is sent. If the dispute is not resolved by negotiation or mediation within thirty (30) days after the first notice to JAMS is sent, then, upon notice by any party to the other affected parties and to JAMS, the controversy or dispute shall be submitted to a sole arbitrator who is independent and impartial, selected by JAMS, for binding arbitration in accordance with JAMS' Rules for Non-Administered Arbitration of Business Disputes. The parties agree that they will faithfully observe the terms of this paragraph and will abide by and perform any award rendered by the arbitrator. The award or judgment of the arbitrator shall be final and binding on all parties. No litigation or other proceeding may be instituted in any court for the purpose of adjudicating, interpreting or enforcing any of the rights or obligations relating to the subject matter of this Agreement or for the purpose of appealing any decision of an arbitrator, except a proceeding instituted for the sole purpose of having the award of judgment of an arbitrator entered and enforced.

(17) Miscellaneous Provisions.

(a) Amendment. This Agreement may be changed only by a written amendment signed by Client and Consultant.

(b) Interpretation of Agreement. This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though it was prepared by both parties. This Agreement contains the entire agreement of Client and Consultant, and all prior negotiations, documents, and discussions are superseded by this Agreement. The parties acknowledge there are no applicable representations, warranties, or terms which are not stated in this Agreement. The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. Section headings are for convenience and shall not be used in interpreting this Agreement.



(c) **References.** All references to this Agreement include reference to all amendments to this Agreement. All references to the Work include references to all or a part of the Work. References to Client or Consultant include, bind, and inure to the benefit of, their officers, agents, employees, successors in interest and assignees.

(d) **Time and Excusable Delays.** Reference to days in this Agreement means consecutive calendar days including weekends and holidays. The time for performance of an obligation, other than the payment of money, shall be extended for the period during which a party is prevented from performing by the act or omission of the other party, acts of God, government or other force or event beyond the reasonable control of such party.

(e) **Counterparts.** This Agreement may be executed in multiple counterparts all of which shall be one and the same Agreement.

(f) **Attorneys' Fees.** If any action is commenced to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses, in addition to other relief as the court may award.

(g) **Prohibition of Assignment.** No right or remedy under this Agreement may be assigned by any party. Any attempted assignment shall be void.

(h) **Notices.** All notices required or allowed shall be in writing and shall be sent to the addresses shown at the beginning of this Agreement. A party may change its address for notices and consents by giving notice to the other party. Notice may be delivered by personal delivery, facsimile transmission during normal business hours of the recipient, an overnight delivery service, or U.S. Mail sent certified with return receipt requested. Notices and consents are effective on the earlier of the date received, the date of the delivery receipt, or the date delivery is refused, as applicable.

CONSULTANT:

CONSULTANT	PlaceWorks, a California Corporation		
STREET ADDRESS	3 MacArthur Place, Suite 1100		
CITY STATE AND ZIP	Santa Ana, CA 92707		
AUTHORIZED REPRESENTATIVE	Nicole Vermilion	TITLE	Principal

PlaceWorks' Authorized Representative Date

CLIENT:

CLIENT	Town of Yucca Valley		
PROJECT NO.			
STREET ADDRESS	57090 Twentynine Palms Highway		
CITY STATE AND ZIP	Yucca Valley, CA 92284		
AUTHORIZED REPRESENTATIVE		TITLE	

Client's Authorized Representative Date