

AGREEMENT FOR PLAN REVIEW SERVICES

This agreement for City plan review services ("Agreement") is made and entered into this 15th day of March, 2011 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and AEI-CASC Consulting ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform plan review services (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City will make reasonable provision for Consultant to enter upon City-owned property, as required by Consultant, to perform the Services.
- 3.3 City designates Donald Young, Engineering Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule to be provided by the City.
- 4.2 At any time during the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work which is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Work does not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Work may be agreed to by the Parties by written amendment to this Agreement, executed by City's City Manager. Consultant shall not perform, nor be compensated for, Extra Work without such written authorization from City.
- 4.3 Consultant designates Jeffrey Endicott, Engineering Director, as Consultant's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define Consultant's policies and decisions with respect to performance of the Services.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Twenty Five Thousand Dollars (\$25,000.00). City shall pay Consultant on a time and materials basis up to the not to exceed amount, based upon the hourly rates shown in Exhibit "B," entitled "Rate Schedule."
- 5.2 Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses, if any. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Donald Young, P.E.
Municipal Utilities and Engineering Dept.
City of Redlands
35 Cajon Street, Suite 15A
PO Box 3005 (mailing)
Redlands, CA 92373

Consultant

Jeffrey D. Endicott, P.E., BCEE, CPESC
AEI-CASC Consulting
937 South Via Lata, Suite 500
Colton, CA 92324

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. All insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Workers' Compensation and Employer's Liability. Consultant shall secure and maintain Worker's Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City.
- 6.3 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or omissions in performing the Services.
- 6.4 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.5 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.6 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City. City shall be named as an additional insured.

ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in real property that may be the subject of this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in

the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make or participate in:

- (i) the making of any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
- (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
- (iii) authorizing City to enter into, modify or renew a contract;
- (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) granting City approval to a plan, design, report, study or similar item;
- (vi) adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially all the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

ARTICLE 8 - GENERAL CONSIDERATIONS

8.1 Attorneys' Fees. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Prohibition Against Assignment. Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.

- 8.3 Documents and Records. All documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 Independent Contractor Status. Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 Termination.
- A. Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- B. This Agreement may be terminated by City, in its sole discretion, by providing thirty (30) days' prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate.
- C. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.
- D. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.6 Books and Records. Consultant shall maintain any and all books, ledgers, invoices, accounts and all other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 8.7 Entire Agreement/Amendment. This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the

matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

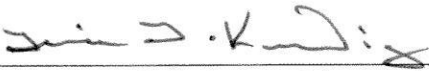
- 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 Severability. If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

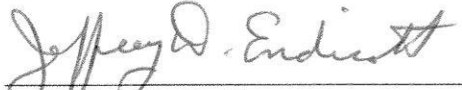
AEI-CASC Consulting

By:



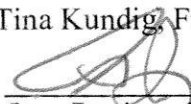
Tina Kundig, Finance Director/City Treasurer

By:



Jeffrey D. Endicott
Engineering Director
AEI-CASC Consulting

Attest:



Sam Irwin, City Clerk

ATTACHMENT A

City of Redlands

Plan Review Services

SCOPE OF SERVICES

TECHNICAL APPROACH AND SCOPE OF WORK

TECHNICAL APPROACH

I. Prior to Review

- City receives plan review packages from the developer/applicant and fees are paid.
- Plan review packages are date stamped and logged into the City maintained database.
- City of Redlands notifies AEI-CASC that a submittal is ready for pick up.
- AEI-CASC arranges for a courtesy pickup from City Staff.
- All packages are date stamped and logged into a database maintained by AEI-CASC.

II. Project Review Status Spreadsheet

A Project Review status spreadsheet is delivered via email to designated City staff on a weekly basis. These weekly updates provide an overview of all projects currently under review or awaiting review, and their associated turn-around dates. The commitments needed to meet turn-around timelines are reassessed weekly to ensure that necessary resources are available.

III. Plan Checking Approach

- AEI-CASC reviews submittals for completeness utilizing the City of Redlands checklist and an internal AEI-CASC checklist which ensures that all necessary documents have been provided. (Title report, grant deed, closures, record maps, easement deeds, conditions of approval, tentative maps, etc.).
- If a submittal is determined to be incomplete, AEI-CASC will notify City Staff via email or telephone, and will provide a list of documents to be submitted. If directed by City Staff, AEI-CASC will notify the Engineer or Surveyor of all missing documents. Upon receipt of all required documentation by the Engineer and/or Surveyor, the submittal package is determined to be complete and re-stamped to indicate the new submittal date.

A. Map Review Procedures

- All map checks (tract maps, parcel maps, lot line adjustments, lot mergers, right of way dedications and easements) are reviewed for the following: compliance with the subdivision Map Act, the Land Surveyor's Map Act, the approved Tentative Map, approved Conditions of Approval, mathematical accuracy, and City and County drafting standards. Map reviews typically include: all survey documentation, lot and boundary closure calculations, lot line adjustments, dedications and easement provisions, legal descriptions and completeness and accuracy of data notation.
- All corrections and comments are noted on the actual documents being reviewed. A copy of all corrections and comments are maintained with AEI-CASC for record keeping. All comments are notated in a transmittal and returned with the submittal package to the City of Redlands for further processing.

B. Engineering Review Procedures

- Engineering plans are reviewed for accuracy and completeness and the Geotechnical Report is reviewed to see that the project is in general conformance with the project description and recommendations.
 - For all 1st plan checks, field site reviews will take place, as necessary, to provide comprehensive plan reviews.
- All corrections and comments are noted directly on the engineering plans and reports. Transmittals with items of concerns listed, are provided to the City when plan set comments are returned to City staff for distribution.

C. Map and Engineering Review Recheck Procedures

- City of Redlands notifies AEI-CASC that a submittal is ready for pick up.

- AEI-CASC arranges for a courtesy pickup from City Staff.
- All packages are date stamped and logged into a database maintained by AEI-CASC.
- An efficient plan check requires that the engineer or surveyor reply to all comments from previous review submittals. Resubmitted plans are reviewed by confirming the compliance of comments from the previous plan check and noting any changes to the design. Comments are redlined on the plans.
 - Comments counter-reviewed on the previous plan package are marked with a highlighter pen.
- All comments are notated in a transmittal and returned with the submittal package to the City of Redlands for further processing.
- If there are no further comments, the City will be notified and the applicant /owner's engineer is informed to submit signed and stamped Mylars for further processing. AEI-CASC's Licensed Surveyor will provide signature on final approved map projects.

IV. Administrative Support

- Invoices - Monthly Invoices shall include a summary of the costs incurred for each of the plan check packages. The City may use this summary to track the overall plan check costs for individual projects.
- Record Keeping - Comprehensive logs of the dates plan check and map review packages are submitted, and are completed and returned to the City, are filed at AEI-CASC's Office for future reference.

V. Staff Availability

- Availability - When the City receives questions from the developer/owner's engineer, AEI-CASC understands the City's need to have the reviewer available to provide an immediate response. Plan check staff members will maintain core and consistent times of the week when they will be available.
- Flexibility - The plan review workload fluctuates depending on the amount and complexity of plan review packages submitted by the developer/owner's engineer to the City. AEI-CASC will provide the City with all of the necessary plan check staff to complete the plan reviews prior to their deadline.

VI. Suggested Optional Services

AEI-CASC Performs the Processing - When reviews are complete AEI-CASC may notify the applicant/owner's engineer to pick up the plans from our office and they resubmit directly to us. AEI-CASC staff becomes the sole conduit of the review process and the City staff is kept apprised of the status with updates and reports via e-mail.

SCOPE OF SERVICES

AEI-CASC Consulting has reviewed the Scope of Services included in the Request for Proposals (RFP) and concludes that it provides a suitable framework to provide a responsive proposal. Below, AEI-CASC has annotated and organized the Scope of Services to demonstrate the firm's understanding of the services desired by the City of Redlands. **Bold italicized text** is utilized to indicate text taken verbatim from the RFP.

The selected consultant shall perform review of engineering plans, parcel and tract maps, easements, and other related engineering/survey documents for technical correctness and compliance with City standards. At a minimum, the following tasks shall be included:

Task 1. Review of Documents and Plans

- Review of engineering plans and drawings for technical accuracy and compliance with generally accepted standards of engineering design.
- Review of maps, easements and other survey documents for technical accuracy and compliance with generally accepted standards of surveying methodology.
- Sign and stamp all surveying or engineering documents by a Surveyor licensed to practice surveying in the State of California or by a civil engineer registered in the State of California prior to 1982 that is

license^s to sign and stamp survey documents that require signature. Said signatory will be functioning as the Surveyor for the City of Redlands on documents that require a City Surveyor.

- Provide plan check comments to the City, along with a comment set to be returned to the submitting engineer/surveyor.
- Perform all review services and return plans or documents within 10 calendar days of notification by the City that plans are available for pick-up.
 - When specifically requested by City staff, AEI-CASC shall provide expedited review services and return plans or documents within 5 calendar days of notification by the City that plans are available for pickup.
 - When specifically requested by City staff, AEI-CASC shall provide super expedited review services and return plans or documents within timeframe mutually acceptable to the AEI-CASC and to the City of Redlands. Super expedited review services have turnaround times of less than 5 calendar days and as short as same day turn around.

Task 2. Technical Support Services

Answer various technical questions from City staff concerning surveying, mapping, legal descriptions, deeds and Right-of-Way documentation.

AEI-CASC's technical support shall be provided by telephone, email, or in person as requested by City staff. Verbal technical support shall be followed up with a written summary when requested by City staff.

Task 3. Pickup, Logging, and Return of Documents and Plans

Provide pick-up from and delivery to the City of Redlands Municipal Utilities and Engineering office of plans and documents to be reviewed.

- City staff may request a pick-up via telephone or email. AEI-CASC shall provide the City with the contact information for the person responsible for arranging pickups. City shall provide AEI-CASC with the names of City staff authorized to request pickups.
- AEI-CASC shall deliver to the City via the company's courier or a commercial courier service.
- AEI-CASC shall maintain a log of all plans and documents assigned to AEI-CASC for review, checking, and signing and stamping. The log shall, at a minimum, identify the project name, tract/application number, date of pickup request, date received, status of the project (recommended for approval, signed/sealed, revise/resubmit, etc.), and date returned to the City. The log shall be maintained by the AEI-CASC to assist City staff with updates, and shall be provided to the City when requested.

ATTACHMENT B

City of Redlands

Plan Review Services

RATE SCHEDULE

PLAN REVIEW SERVICES FOR THE CITY OF REDLANDS HOURLY RATE SCHEDULE

AEI-CASC Consulting proposes the following rates for labor and expenses expended in execution of the project.

Name	Project Role	\$/hour
Siti Sabari	Administration	\$70
Rebekah Guill, CPESC	Plan Checking	\$104
Melanie Sotelo, CPESC	Plan Checking	\$110
Mark Swanson, P.E., CPESC	Plan Checking	\$115
Barbara Sherman, P.E.	Plan Checking	\$120
Bill Addington, P.E., P.L.S.	Map Checking	\$120
Jess Becerra, L.S.I.T.	Map Checking	\$125
Tom Fujiwara, P.E.	Map Checking	\$141
Rick Furlong, P.L.S.	Map Checking	\$141
Steve Hosford, P.E.	Project Manager	\$150
Jeff Endicott, P.E., BCEE	Project Director And Technical Support	\$170
Ceazar Aguilar, P.E.	Principal-In-Charge and Hydrology Review	\$180
Rick Sidor, P.E., CPESC	Principal-In-Charge	**

BCEE – Board Certified Environmental Engineer

CPESC – Certified Professional in Erosion and Sediment Control

P.E. – Professional Engineer

** There will be no charges to the City for project managerial services provided by the Principal-In-Charge.

REIMBURSABLE EXPENSES

The following expenses will be billed at cost plus 15%

Outside Services: Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

Permits, Applications, and Fees: Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

Reproduction Services: Includes blueprinting, copying, printing and plotting. In-house plots will be billed at \$6.00 per sheet for each client set and for a final in-house review set.

Rental Fees: Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.

In-House Pick-Up and Delivery Services: These services, when provided by our firm, will be reimbursed at \$45.00 per hour plus \$0.55 per mile, with no additional markup.

Travel Expenses: Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, and etc. Vehicle mileage will be billed at a rate of \$0.55 per mile with no additional markup. Travel time for survey crews will be billed at \$90.00 per hour, per crewmember, each-way, with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup.

Per Diem: Per diem for overnight stays will be billed at \$134 per day, per person.

Waiver of Subrogation: When a *Waiver of Subrogation for Workman's Compensation Insurance* is required by Client, the Client will be required to pay the additional insurance premium. The approximate amount for the waiver is \$250.00 per year.

Invoices will be submitted monthly.