

**AGREEMENT TO FURNISH LANDSCAPE ARCHITECTURAL, ARCHITECTURAL AND
ENGINEERING SERVICES FOR THE BIG LEAGUE DREAMS PORTION OF THE
REDLANDS SPORTS PARK**

This Agreement is made and entered into this 7th day of May, 2002, by and between the City of Redlands, a municipal corporation ("City") and Purkiss-Rose-RSI ("Consultant").

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 and Consultant hereby accepts the engagement to perform landscape architectural, architectural, and engineering consulting services (the "Services") for the design of the Big League Dreams portion of the Redlands Sports Park including three professional size baseball fields, a sports restaurant, a multipurpose pavilion, batting cages, volleyball courts, a playground, and associated features (the "Project"), in the City of Redlands, California.
- 1.2 All work performed by Consultant under this Agreement shall be done in a professional manner, and Consultant represents that it is skilled and has the professional expertise necessary to provide high quality Services to City for the Project at the level of competency presently maintained by other practicing professional consultants in the industry providing similar types of services.

ARTICLE 2 - RESPONSIBILITIES OF CONSULTANT

- 2.1 The specific services which Consultant shall perform are more particularly described in Exhibit "A," entitled "Architectural and Engineering Services for the Big League Dreams portion of the Redlands Sports Park" which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant hereby agrees to abide by all applicable Federal, State and local rules, laws and regulations in the performance of this Agreement including but not limited to all applicable Labor Code and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall place at disposal of Consultant all available information in its possession pertinent to the Project.

- 3.2 City will provide access to and make all provisions for Consultant to enter upon City-owned property or right-of-way as required by Consultant to perform the Services pursuant to this Agreement.
- 3.3 City will designate in writing a person to act as City's representative with respect to the Services to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Consultant shall perform the Services in a prompt and diligent manner in accordance with the schedule attached hereto and incorporated herein by reference as Exhibit "B," entitled, "Project Schedule for the Big League Dreams portion of the Redlands Sports Park."

ARTICLE 5 - PAYMENT AND NOTICE

- 5.1 For the performance of the Services, City will pay Consultant a fee not to exceed \$389,613.00 for the consulting services as described in Exhibit "C," which is attached hereto and incorporated herein by this reference. Reproduction will be included as noted in Deliverables, Exhibit "A."
- 5.2 Payments by City to Consultant shall be made within 30 days after receipt and approval of Consultant's hereinabove invoice, by warrant payable to Consultant.
- 5.3 All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

City: Bill Hemsley, Civil Engineer
City of Redlands
Public Works Department
PO Box 3005
Redlands, CA 92373

Consultant: James Pickel
Purkiss-Rose-RSI
801 N. Harbor Blvd.
Fullerton, CA 92832

When so addressed, such notices shall be deemed given upon deposit in the United States mail; in all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 Consultant's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Consultant for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Consultant shall provide City with Certificates of Insurance and endorsements evidencing such insurance by June 3, 2002, or prior to commencement of work, whichever occurs first.

6.2 Workers' Compensation and Employer's Liability

- A. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to City. Certificates of Insurance shall be delivered to City within fifteen (15) days of execution of this Agreement or prior to commencement of work, whichever occurs first.
- B. Consultant expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.

6.3 Hold Harmless and Indemnification. With respect to other operations, other than the performance of professional services under this Agreement, the Consultant shall indemnify, hold harmless and defend City and its elected officials, agents, and employees from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property to the extent caused by any negligent act, omission or failure of Consultant, its officer, agents and employees in performing the Services required by this Agreement.

City agrees to and shall defend, protect, indemnify and hold harmless Consultant from and against any and all claims, losses, expenses, damages, demands, judgments, causes of action,

suits, and liability in tort, contract, or any other basis and of every other kind and character whatsoever, to the extent that claims are caused by, result from or arise out of City's sole negligence, gross negligence, intentional misconduct or strict liability.

Indemnity for Professional Services The Consultant shall to the fullest extent permitted by law, hold harmless and indemnify City, its elected officials and each member thereof, its officers, employees, commission members, representatives and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, costs, including reasonable attorney's fees and costs, caused by the Consultant's negligent performance or negligent omission of performance of professional services under this Agreement and those of the Consultant's subconsultants or anyone for whom the Consultant is legally liable.

- 6.4 **Assignment.** Consultant is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Consultant will add the subcontractor as an additional insured and provide the City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.
- 6.5 **Comprehensive General Liability Insurance.** Consultant shall secure and maintain in force throughout the duration of the 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 and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance and endorsements shall be delivered to City within fifteen (15) days of execution of this Agreement or prior to commencement of work, whichever occurs first.
- 6.6 **Professional Liability Insurance.** Consultant shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per claim made. Certificate of liability insurance shall be delivered to City by June 3, 2002, or prior to commencement of work, whichever occurs first.
- 6.7 **Business Auto Liability Insurance.** Consultant shall have business auto liability coverage, with minimum limits of one million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all consultant vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. The City shall be named as an additional insured and a certificate of insurance shall be delivered to City within fifteen (15) days of execution of this Agreement or prior to commencement of work, whichever occurs first.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 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 recover its reasonable attorneys' fees.
- 7.2 Consultant shall not sublet or assign any of the Services to be performed under this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions, and conditions of this Agreement.
- 7.3 The Consultant's key personnel proposed for this project is as follows:
- James Pickel
Steven N. Lang
- Consultant agrees that these key personnel will be made available and assigned to City's Project, and that they will not be replaced without concurrence from City.
- 7.4 All documents, records, drawings, electronic data files and data base, photographic prints and negatives, designs and specifications, cost estimates, and other Project documents developed by Consultant pursuant to this Agreement shall become the property of City and shall be delivered to City upon completion of Services. The City acknowledges such documents are instruments of Consultant's professional services. The City agrees to indemnify, defend, and hold Consultant harmless from and against any claims, costs, losses and damages as a result of the City's misuse or reuse of such drawings, specifications whether in print or in electronic form.
- 7.5 Consultant and City agree that Consultant is, for all purposes under this Agreement, an independent contractor with respect to the services provided pursuant to this Agreement and not an employee of City. All qualified personnel provided by Consultant pursuant to the provisions of this Agreement are to be employed by Consultant 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. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.
- 7.6 Unless earlier terminated as stipulated below, this Agreement shall terminate upon completion and acceptance by City of the Engineering Services.
- 7.7 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services and (2) deliver or otherwise make available to City, copies 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 required by this Agreement. Consultant shall be compensated on a pro-rata basis for any work completed up until notice of termination.

7.8 This Agreement, including the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties and any prior negotiations, proposals or oral agreements are superseded by this written Agreement. Any amendment to this Agreement, to be effective, shall be in writing and approved by the City Council of City and signed by City and Consultant.

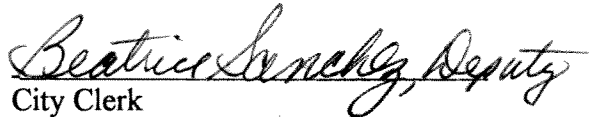
7.9 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

CITY OF REDLANDS

ATTEST:

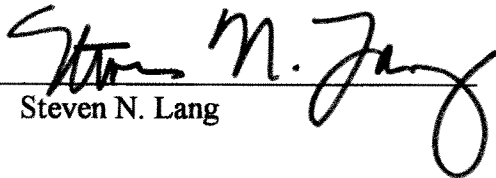
By 
Mayor


City Clerk

Date May 7, 2002

May 7, 2002

PURKISS-ROSE-RSI

By 
Steven N. Lang

Date May 7, 2002

EXHIBIT "A"

ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BIG LEAGUE DREAMS PORTION OF THE REDLANDS SPORTS PARK

PROJECT DESCRIPTION

Some of the features at the approximately 21-acre park site will include three baseball/softball fields (300' from home plate to outfield fence), stadium seating for 100 at each field, one (1) approximate 20,800 square foot (SF) enclosed pre-engineered Multi-sport Vinyl Pavilion Structure without Concession and Restrooms, one (1) 6,300 SF Stadium Club Restaurant including 3,200 SF of Shade Structure Wings, an approximate 2,600 SF Administration Office Building, an approximate 2,000 SF Maintenance/Storage Building (pre-engineered metal building), four volleyball courts, one 3,200 SF playground, a 110-foot radius nine-station batting cage, a pathway around the site, landscaping and irrigation systems, and parking to serve the facility (approximately 250 spaces).

The proposed building structures for the Redlands Sports Park, Big League Dreams will incorporate and reuse the architectural building designs, floor plans and elevations for the Big League Dreams in Redding project including the Stadium Club, Maintenance Building and Administration Building and the Big League Dreams in Chino Hills which includes the Vinyl Pavilion Structure. These building plans would be modified to meet the local codes, physical criteria (i.e. soils, seismic, wind, climatic conditions, etc.) with no other modifications of Redlands architectural themes proposed for the project. The consultant will prepare landscaping plans that capture the same concepts used in the existing drawings. A unique entry treatment will need to be designed as well as landscaping that fits the area. It is very important that the project be designed to fit the City's budget. This may mean fewer improvements around the perimeter of the site as part of the initial phase. The irrigation of the fields and the complex interior paving treatments should be similar to those in the Chino Hills BLD project. The proposed design for the portions San Bernardino Avenue and Wabash Avenue fronting the site is to have 8-foot wide sidewalk behind the curb, so there will not be any City street landscaping. A complimentary landscape design behind the sidewalk, with canopy-type trees, will be needed. The design shall include a trail system that will tie this portion of the project into the other 65 acres of future park development.

SCOPE OF WORK

Following is a detailed Scope of Work:

A. Participate in the Following Meetings:

1. Kick-off meeting

The Consultant shall meet with the CITY staff to go over the project schedule, scope, and other issues. One (1) Meeting is Included in this Item.

2. 30 percent and 90 percent review meetings
The Consultant shall meet with the CITY staff to go over the submittals. A Total of Two (2) Meetings with the City Staff is included in this Item.
3. Presentations
The Consultant shall present the preliminary design first to the City's Commissions (One Presentation) and second to the City Council (Second Presentation). Two (2) Presentations Total.
4. Bid Administration
The Consultant should plan to attend Two (2) meetings associated with administering the bid.
5. Other Meetings
The Consultant shall attend other meetings as directed by CITY staff and shall be compensated on a time (hourly rate as identified in this Scope of Services) and materials basis.

B. Schematic/Preliminary Design

1. Based on data input received by the City of Redlands and Big League Dreams, prepare One (1) Schematic/Preliminary Site Plan which will include the architectural building elements that reflect the consensus of City staff and Big League Dreams personal.
2. Review items regarding the final Preliminary Site Plan with City Staff and Big League Dreams staff will include; plant material palettes, turf blend mixtures, equipment for field lighting, irrigation equipment, and other elements) layout of parking lots, walkways, public art, if applicable and other site improvements.
3. Develop a preliminary grading plan for the site to accommodate the proposed improvements.
4. Establish a preliminary construction budget based on the approved Site Master Plan.
5. Conduct Presentations of the final Preliminary Plan to the City's Commissions as indicated in Item A, 3 of this Scope of Services.

Deliverables for Phase 1 will include One (1) Final Preliminary Site Plan. Building Floor Plans and Elevations colored and mounted on foam core board. Six (6) sets of Bond copies of the Final Preliminary Site Plan and Six (6) copies of the Preliminary Construction Cost Estimate shall also included in the deliverables.

C. Final Design/Construction Documents

1. Based on the approved Site Master Plan, construction budget and Phase One development program, prepare construction documents for implementation of Phase One as follows:
 - a. Basemap utilizing the Topographic Map provided by the City of Redlands.
 - b. Grading and drainage plans.
 - c. Utility services plans.
 - d. Site construction plans for Horizontal Control.
 - e. Construction details.
 - f. Architectural Building plans including floor plans, sections and elevations.
 - g. Plumbing and Mechanical Plans for the new buildings.
 - h. Structural plans for the buildings.
 - i. Fire Sprinklers for the Stadium Club and the Vinyl Pavilion Structure.
 - j. Planting plans and details.
 - k. Irrigation plans and details including Watering Schedules.
 - l. Electrical plans for the site improvements and the buildings.
 - m. Structural details and plans for site improvements,
 - n. Technical specifications.
 - o. Hydrology Plan, Storm Water Prevention Plan and Erosion Control Plan.
2. The City of Redlands will obtain and pay for the required City permitting and approvals. The City will also obtain and pay for the Health Department Permitting.
3. Construction documents will be submitted to the City to determine compliance with all applicable codes and ordinances and to receive final approval.
4. Respond to all agency comments & resubmit plans (through the City) as necessary. The construction documents will comply with all City of Redlands standards.
5. Finalize construction cost estimate.

Deliverables for Phase 2 shall include ten (10) sets of Final Construction Document prints with One (1) copy of the project technical specifications. These plans shall be forwarded to the City for plan check. If a second plan check is required, an additional Six (6) sets of prints) One (1) set of Originals on mylar and

EXHIBIT "A"

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One (1) copy of the technical specifications as well as the one (1) electronic file copy, in AutoCad, of the documents shall be included in Phase 2.

D. Bid Administration

The design team will be available during the bidding process to assist in providing clarification and information as required during the bidding phase.

1. Assist the City in obtaining bids.
2. Respond to technical questions during bid process.
3. Prepare drawing clarifications or addenda if required.
4. Participate in one (1) pre-bid conference and bid evaluation.
5. Prepare addendums as required during the bidding process.
6. Review experience of bidders and subcontractors and provide information to City,
7. Evaluate reasonableness of bids.

There are no deliverables included in this phase.

E. Contract Administration

When authorized by the City, the design team will be available to complete the following services:

1. Attend project site visits and provide input and clarification as necessary.
2. Review contractor's applications for payment and make recommendations to City based on review.
3. Review and approve change orders, materials submittal, shop drawings, clarifications to plans, and specifications.
4. Obtain contractor's schedule of values and construction schedule within first thirty (30) days of project for review.
5. Maintain log of all change orders and requests for information (RFI's).
6. Maintain log of items to be corrected and if they were corrected.
7. Recommend to City in Notice of Completion and final payment as to compliance that contract documents and punch list items have been accomplished.
8. Prepare an as-built set of drawings based on marked up plans by the project inspector and the contractor and submit those drawings that were revised on Mylar.

F. Construction Monitoring

1. Represent the City during the construction of the project.
2. Respond to requests for information by contractors on plans and specifications.
3. Visit the construction site at regular intervals to keep current on work in progress and determine if work conforms to contract documents.
4. Keep the City informed of any construction problems and guard against defects and deficiencies in the work of the contractor.
5. Review all shop drawings and submittals for compliance with construction documents. Approvals or rejections shall be documented.
6. Assist the City and Big League Dream Staff in selection of colors and materials.

G. Project Administration

1. Project Management
Attend meetings with the CITY PROJECT MANAGER and other CITY staff as mentioned above. The Consultant shall prepare minutes of each meeting and distribute them to the attendees.
2. Cost Accounting
The Consultant shall prepare monthly reports of expenditures for the project by task as it relates to the design team services. Expenditures include direct labor costs, other direct costs and sub-consultant costs. These reports will be included as supporting data for invoices presented to the City each month.
3. Scheduling
Within Two (2) weeks from the Notice to Proceed, the consultant shall provide a detailed design and construction document project schedule, which indicates milestones, major activities and delivery dates for the Preliminary plan and construction documents to the City for review. This schedule will include necessary review times for all agencies involved.
4. Quality Control
The consultant preliminary design and construction document submittal to the City of Redlands will be subject to quality control review at completion. Any modifications or changes requested by the City during plan check will be the responsibility of the consultant and shall be revised and no additional compensation will be made to the consultant.

EXHIBIT "A"

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5. Final Submittal

The final submittal will incorporate all review comments from the City. The Consultant shall deliver one (1) Electronic File, in AutoCad and ten (10) copies of the construction documents.

EXHIBIT "B"
REVISED
April 26, 2002
PROJECT SCHEDULE
FOR

THE BIG LEAGUE DREAMS PORTION OF THE REDLANDS SPORTS PARK

The project schedule is as follows:

Notice to Proceed:	May 14, 2002
Project Identification:	June 3, 2002
Master Plan/Schematic Design:	August 5, 2002
Commission/City Council Approval	August 6, 2002
Complete Construction Documents	December 3, 2002
City Plan Check/Final Approval	January 13, 2003
Advertise Notice Inviting Bids	January 20, 2003
Open Bids	February 19, 2003
Award Contract	February 26, 2003
Begin Construction	March 17, 2003
Complete Construction	October 2003