

CONSULTING SERVICES AGREEMENT

This Agreement is made and entered into this 16th day of July, 2002 ("Effective Date") by and between the City of Redlands, a municipal corporation, hereinafter ("City") and RDK Consulting, Inc. hereinafter ("Consultant").

AGREEMENT

Section 1. Scope of Services. Consultant shall furnish to City project management and library consulting services relating to the City's development of a library plan of service and a building program for the City and the A. K. Smiley Public Library tailored to meet the specific needs of the City in connection with the possible construction of a "Northside Library," all in compliance with the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (the "Consulting Services"). The Consulting Services to be specifically performed by Consultant are more particularly described in Exhibit "A" which is attached hereto and by reference made a part of this Agreement.

Section 2. Schedule. The Consulting Services shall be completed by March 20, 2003.

Section 3. Compensation. City shall pay Consultant on a time and materials basis and in accordance with the hourly rates of Consultant set forth in Exhibit "B" attached hereto. The total compensation to Consultant, exclusive of the City's payment of reimbursable costs, shall not exceed One Hundred Five Thousand Eight Hundred Seventy-six Dollars (\$105,876.00) for the Consulting Services. Payment for Reimbursable Expenses, shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). Reimbursable Expenses, are defined as printing and reproduction, advertising, travel, long distance telephone calls, postage, special sample preparations, models, renderings, and similar project-related expenses and shall be billed by Consultant at actual cost plus ten percent (10%). Car travel mileage beyond Consultant's office metropolitan area shall be billed at \$0.365/mile. The Consulting Services shall be billed to City monthly, on a "percentage complete" basis, plus any reimbursable expenses incurred. Consultant shall provide City with an invoice and shall be entitled to payment within thirty (30) days thereof. Amounts owing to Consultant thirty (30) days beyond the invoice date will be assessed a 1.5 percent charge.

Section 4. Independent Contractor. It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between City and Contractor. Both parties acknowledge that Consultant is not an employee for State tax, Federal tax or any other purpose.

Section 5. Insurance and Indemnification

5.1 Consultant's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Consultant for the term of

this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Consultant shall not perform any Consulting Services for City 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 work.

5.2 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 City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by 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 prior to commencement of work.
- B. Consultant expressly waives all rights to subrogation against 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 subsection 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 obligation 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.

5.3 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of onemillion dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the 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 the policy except upon thirty (30) days prior written notice to 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 prior to commencement of work.

5.4 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of one million (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles. City shall

be named as an additional insured and a certificate of insurance shall be delivered to City prior to commencement of work.

5.5 Assignment and Insurance Requirements. 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 the parties to sublet a portion of the Consulting Services, Consultant shall add the subcontractor as an additional insured and provide City with the insurance endorsements required by this Agreement 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.

5.6 Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor's negligent and/or intentionally wrongful acts or omissions under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

Section 6. Discrimination Prohibited. In the performance of this Agreement and in the hiring and recruitment of employees, Consultant shall not discriminate on the basis of race, creed, color, religion, sex, physical handicap, ethnic background or country of origin.

Section 7. Notices. Any notice to be given pursuant to this Agreement shall be deposited with the United States Postal Service, postage prepaid and addressed as follows:

CITY:
City of Redlands
John Davidson, City Manager
P.O. Box 3005
Redlands, California 92373

CONSULTANT:
Richard D. King
RDK Consulting, Inc.
7742 Herschel Avenue, Suite H
La Jolla, CA 92037

Nothing in this paragraph shall be construed to prevent the giving of notice by personal service.

Section 8. Assignment. Consultant shall not assign or subcontract any part of the Consulting Services subject to this Agreement without obtaining the prior written consent of City. Any assignment or subcontract without such prior written consent shall be null and void, and at the discretion of City, result in immediate termination of this Agreement.

Section 9. Modifications. No modification or amendment of this Agreement shall be valid unless made in writing and signed by both parties.

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 11. Entire Agreement. This Agreement represents the entire agreement of the parties hereto as to the matters contained herein and supersedes any and all prior written or verbal agreements between the parties.

Section 12. Attorneys' Fees. In the event any legal 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first shown at Redlands, California.

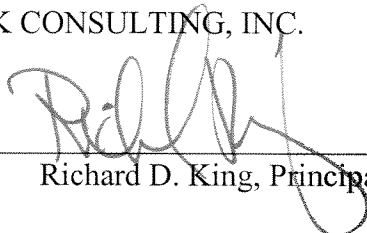
CITY OF REDLANDS

By: 
Karl N. Haws, Mayor

ATTEST:


Lorrie Poyzer, City Clerk

RDK CONSULTING, INC.

By: 
Richard D. King, Principal

Project Management/Library Consulting Services
Fee Worksheet

Task	mtos	Proj. Mgr. RDK	Total	RFP	RFP
1 Strategic Planning/Define overall process, schedule and stakeholder identification	1	✓	\$3,385	\$3,385	base
2 Comprehensive PM Plan, formalize and conduct public input for the needs assessment	3	✓	\$4,675		
3 Prepare Needs Assessment	4	✓	\$14,241		
4 Project team meetings for City input and County Library operational requirements and standards.	6	✓	\$9,476	\$9,476	base
5 Participate in Site Selection review and analysis	3	✓	\$5,360		
6 Prepare and issue Architect & Eng. RFQ. Lead City review and selection process	3	✓	\$4,523		
7 Prepare Library Plan of Service	2	✓	\$9,120	\$9,120	base
8 Prepare Architectural Building Program, based on the needs assessment, Plan of Service, community input and City Library operational requirements and standards.	2	✓	\$5,025	\$5,025	base
9 Issue RFP and lead selection for City Purchase Order services for environmental, geotechnical investigation and report (soils report), and site survey.	1	✓	\$1,198		
10 Lead public input Design workshops with stakeholders, agencies and local organizations	6	✓	\$9,018		
11 Review joint venture/joint use cooperative agreements (by City and RUSD).	2	✓	\$3,410		
12 Lead process for CEQA review and certification, City discretionary planning review and approval for entitlements, and Development approvals, if necessary, including solicitation and coordination of specialty consultants where and when required (Environmental, traffic, etc.).	3	✓	\$4,603		
13 Project Design Coordination (review and input)		✓	\$3,100		
14 Update the project program, based on design, site selection, the stakeholder input and Library operational requirements and standards.		✓	\$1,760	\$1,760	base
15 Review/Coordinate Needs Assessment	2	✓	\$7,090		
16 Garner support for and finalize approvals of architectural design, preliminary specifications, and cost estimates.	1	✓	\$2,708		
17 Finalize formal needs assessment, project design, budget, library plan of service, prepare grant application, and additional Library Bond act required materials.	1	✓	\$5,620	\$5,620	base
18 Assist City Staff in garnering City Council Certification of Grant application	1	✓	\$2,190		

Project Management/Library Consulting Services
Fee Worksheet

~~NOT FOR BIDDING~~

19	Attend City Council Meeting Re: Plan approval and Certification of Grant application	✓		
		1	\$1,333	
20	Compile and submit grant application submittal materials.	✓	\$2,740	
21	Project Reports	✓	\$2,800	
	Total	42	\$103,376	\$34,387

Staffing

	Total Hrs	556
Richard King - Principal		28%
Paul Chelminiak - Project Manager		50%
Maribel Bailey - Administrative Support		22%
Library Consulting		
Marilyn Crouch & Natalie Rencher	Total Hrs	224

All Tasks through Schematic Design only	75%	\$77,532	\$34,387
All Tasks through 50% Design Development	100%	\$103,376	

Fee based analysis

EXHIBIT "B"

HOURLY RATE SCHEDULE

Professional Staff Level 1 - Principal	\$110.00/hour
Professional Staff Level 2	\$ 85.00/hour
Professional Staff Level 3	\$ 76.00/hour
Technical Support Staff	\$ 45.00/hour
Administrative Support Staff	\$ 38.00/hour