

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement ("Agreement") for the provision of design services is made and entered in this 3rd day of March, 2015 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and RJM Design Group, Inc. ("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 provide park lighting design services for City's Quality of Life Department (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 that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to State prevailing wage laws.

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 designates Fred Cardenas, Director of the Quality of Life department, 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 and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule," which is attached hereto and incorporated herein by reference. The Services shall commence within ten (10) days of the Effective Date of this Agreement.

- 4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City Staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount Thirty Thousand Five Hundred dollars (\$30,500). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Project Costs and Hourly Rates." Exhibit "C" is attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services 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 any reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice in accordance with this section:

City

Fred Cardenas, Director
Quality of Life Department
City of Redlands
35 Cajon Street, Suite 222
PO. Box 3005 (mailing)
Redlands, CA 92373

Consultant

Larry P. Ryan, Principal
RJM Design Group, Inc.
31591 Camino Capistrano
San Juan Capistrano, CA 92675

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 whom notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 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 the 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. 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 insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall provide City with Exhibit "D," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to Consultant's performance of the Services.
- 6.3 Consultant shall secure and maintain 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 such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 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.
- 6.5 Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit 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. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.6 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 any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that 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 a governmental decision whether to:

- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
- (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
- (iii) authorize the City to enter into, modify or renew a contract;
- (iv) grant 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) grant City approval to a plan, design, report, study or similar item;
- (vi) adopt or grant 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 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 determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 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 the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 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 Records, drawings, designs, cost estimates, electronic data files, databases and any 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.

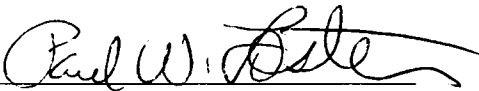
8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set

forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or 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.

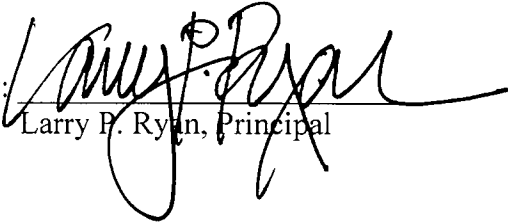
- 8.5 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City. This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. 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. 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 project related 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 Consultant shall maintain books, ledgers, invoices, accounts and 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 reasonable times for examination by City at the office of Consultant.
- 8.7 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, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 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 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 City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Paul W. Foster, Mayor

RJM DESIGN GROUP, INC.

By: 
Larry P. Ryan, Principal

Attest:


Sam Irwin, City Clerk

Approach and Methodology

Scope of Services

Prepare design development plans and cost analysis based upon the City-provided As-Built site plans for each site to include sports field lighting and electrical systems. Cost considerations will be given to the availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction, user safety, maintenance requirements, and energy conservation. Final selection of materials will occur in the phase.

- A. Generate initial Design Development Site Plan (in AutoCAD format) from the City provided As-Built documentation plans.
- B. Prepare preliminary lighting and electrical layout plan to include field lighting for each park site.
- C. Meet with City to review initial lighting and electrical plan for each park site.
- D. Based on input from staff, prepare final lighting design refinements. The detailed site plan refinement will be used as the base to prepare subsequent construction documents relative to the electrical engineering associated with the sports field lighting.
- E. Prepare preliminary opinion of probable construction costs.
- F. Meet with City Staff to review Preliminary Lighting Concept Plan, and Preliminary Opinion of Probable Construction Costs prior to construction document preparation.

MEETINGS: (1) Meeting with City staff

PRODUCTS: Preliminary Lighting Plan; Updated Opinion of Probable Construction Costs

During this phase, the contract documents are prepared setting forth in detail the requirements for the construction of the project based upon the approved design development drawings. Construction drawings will be prepared for both projects within one package for one phase of construction and shall be submitted at 90% completion for City staff review and revised per City comments. The 100% complete construction drawings will be submitted for City review and approval. A revised cost estimate will also be submitted with a final "engineer's estimate" submitted with the final bid documents.

The construction documents will include complete electrical engineering design documents required to execute the project. Specifically, we have included the following disciplines.

Exhibit "B"

		2015											
		Feb.	March	April	May	June	July	August					
TASK 1 - PROJECT START UP													
A.	Kick off meeting with City												
B.	Review pertinent information												
C.	Conduct site visit												
D.	Format City provided base plan												
TASK 2 - DESIGN DEVELOPMENT													
A.	Generate Design Development Site Plan												
B.	Prepare preliminary lighting and electrical layout plan												
C.	Meet with City to review												
D.	Prepare final lighting design												
E.	Prepare cost estimate												
F.	Meet with City to review												
TASK 3 - CONSTRUCTION DOCUMENTS													
A.	Landscape architecture-project oversight and coordination												
B.	Site electrical design/documentation												
C.	Technical specifications												
D.	Opinion of probable construction costs												
E.	Submit 90% plans to City / City review												
F.	Meet with City to review comments												
G.	Revise plans per City comments												
H.	Provide digital AutoCAD files of plans and specifications												
I.	Submit final wet stamped and signed mylars												
PHASE 4.0 - BIDDING													
A.	Bidding												
PHASE 5.0 - CONSTRUCTION OBSERVATION/ADMINISTRATION													
A.	Construction observation/administration												



Fee Proposal

FEE SCHEDULE

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the Field Lighting projects at Brookside Park and Crafton Park. This fee includes all costs to be incurred by RJM Design Group, Inc. with the exception of reimbursable expenses. Fees for the work are as follows:

<u>Description of Work</u>	<u>Fee</u>
Task 1 - Project Start Up	\$ 5,500.00
Task 2 - Design Development	\$ 7,500.00
Task 3 - Construction Documents	\$15,000.00
Task 4 - Bidding	(As Requested)
Task 5 - Construction Administration	(As Requested)
Total Fee:	\$28,000.00

*Note: This fee summary represents our current understanding of the project scope and complexity associated with the informal Request for Proposal. The scope of work and associated fees are subject to refinement at Client's request.

REIMBURSABLE EXPENSES (Estimated Allowance \$2,500.00)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above fee proposal:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery and handling of documents, shipping
- Permits, plan check, and inspection fees
- City business license
- Soils testing

PAYMENTS

Payments are due and payable on a monthly basis following the completion of any substantial phase of work.

Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1.5% of the amount due, compounded monthly.

ADDITIONAL SERVICES

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at consultant's standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client's direction and/or subsequent to Client's approval, or changes in governmental regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Engagement of other consultants not specifically identified below.

Fee Proposal



CONSULTANTS' HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates* below:

RJM DESIGN GROUP, INC.

Principal Landscape Architect	\$145 - \$165 per hour
Associate Landscape Architect	\$130 - \$140 per hour
Landscape Architect	\$115 - \$125 per hour
Job Captain / Landscape Designer	\$100 - \$110 per hour
CADD Technician	\$ 85 - \$ 95 per hour
Draftsperson	\$ 70 - \$ 80 per hour
Word Processor	\$ 55 - \$ 65 per hour

rk1sc (electrical engineering)

Principal	\$210.00 per hour
Sr. Associate	\$195.00 per hour
Associate	\$185.00 per hour
Sr. project manger / Sr. Lighting Design / Sr. System Engineer	\$175.00 per hour
Project Manager / Lighting Designer / System Engineer	\$150.00 per hour
Engineer / Assistant Lighting Design / Assistant System Engineer	\$130.00 per hour
Designer	\$110.00 per hour
CAD / BIM Specialist	\$ 90.00 per hour
Clerical	\$ 75.00 per hour

*charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2015. Provisions for fee escalation pertain to all contract extensions and additional work.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

X I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

RJM DESIGN GROUP, INC.

Date: March 3, 2015

By: _____

Larry Ryan, Principal