

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional planning, environmental, and development review services ("Agreement") is made and entered in this 17th day of December, 2019 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Michael Baker International, 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 professional planning, environmental, and development review services for City (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," titled "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 Brian Desatnik, Development Services Department Director, 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.
- 4.2 The term of this Agreement shall commence on January 15, 2020 and terminate on January 14, 2021, unless the Services are terminated earlier as provided for herein.

- 4.3 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 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred fifty thousand dollars (\$150,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee/Cost Schedule," which is attached hereto and incorporated herein by 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 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

Brian Desatnik, DSD Director
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
bdesatnik@cityofredlands.org
909-798-7593

Consultant

Tanya Bilezikjian, Vice President
Michael Baker International, Inc.
3536 Concours, Suite 100
Ontario, CA 91764
tbilezikjian@mbakerintl.com
909-974-4900

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage 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.

- A. 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 execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount 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.
 - C. 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.
 - D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.
- 6.2 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 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. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 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.

- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 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

MICHAEL BAKER
INTERNATIONAL, INC.

By: 
Paul W. Foster, Mayor

By: 
Tanya Bilezikjian, Vice President

Attest:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide contract services pertaining to planning, project management, and development review services for the City, which may include, but are not limited to, the following:

1. Consultant will be the "project manager" on behalf of City related to proposed projects, as assigned, for the purpose of expediting application processing.
2. Specific duties and tasks of Consultant shall include the following:
 - a. Act as the primary point of contact for the assigned applicant and promptly respond to communications and correspondence from the applicant;
 - b. Coordinate processing through all City applicable City departments including Development Services, Municipal Utilities and Engineering, Fire and others that may be required;
 - c. Review an applicant's development applications for compliance with the zoning ordinance, any applicable specific plans, and other applicable City regulations, policies, and guidelines;
 - d. Attend City committee, commission, and Council meetings, as needed;
 - e. Prepare comprehensive staff reports (e.g., Planning Commission, City Council, etc.) on various planning matters related to the applicant's proposed projects;
 - f. Prepare correspondence, memoranda, legal notices, public notices, project descriptions, and other necessary documents related to an applicant's proposed projects;
 - g. Review draft documents and assist with preparation or editing of CEQA environmental review documents;
 - h. Prepare and deliver presentations related to the applicant's proposed projects;
 - i. Act as City's representative to other governmental agencies, consultants, and tribal governments related to the applicant's proposed projects;
 - j. Respond to public inquires and requests for documents related to the applicant's development projects;
 - k. Monitor and record tasks and time spent on each task, and maintain current records;
 - l. Review applications for building, grading, and engineering permits (Plan Checks) for compliance with City regulations and applicable conditions of approval related to the applicant's development projects;
 - m. Perform other related duties as may be necessary to comprehensively and efficiently manage and review the applicant's development projects.

EXHIBIT "B"
(Fee/Cost Schedule)

[Attached]

F. Fee/Cost Proposal

Michael Baker understands the importance of completing work on time and on budget and the need to go above and beyond to help ensure the City's ultimate success. For each task order, we will assign the City a team member from among our key personnel based on skill, availability, and rate. Beyond the key personnel, other staff may be offered according to the 2020 rate schedule (see table included herein).

As this proposal is reviewed, we urge the City of Redlands to consider that hourly rates are only part of the story. Every firm proposing to provide planning services will submit an hourly rates schedule, and we expect that some rates will be lower than ours. However, those lower costs per hour ignore the second part of the cost equation: the number of hours it takes to complete assignments. The ostensible advantage of a lower cost per hour from competitors vanishes when the work takes more time to complete.

Michael Baker has a proven track record of preparing planning-related and other specific task orders and for completing our work within or below budget and on time. Simply put, the experience of proposed key and additional staff, in providing similar services to prior clients, is an advantage for the City of Redlands and, creates higher efficiency and higher quality services on our team's part.

For regular business hours, Michael Baker will charge the following hourly rates for key personnel. These rates will be billed on a time-and-materials basis. Therefore, only hours worked will be charged to the City. Michael Baker can bill hours to specific projects to maximize the opportunity for the City to pass costs incurred on to project proponents.

Hourly Rates for Key Personnel		
Team Member	Position	Hourly Rate
EMILY ELLIOTT	Project Manager/Planner	\$150
SIRI CHAMPION	Project Director/Senior Planner	\$195
PETER MINEGAR	CEQA Project Manager	\$150

Mileage for travel to and from City offices and project sites would be reimbursed at the applicable federal rate. Administrative costs (copies, mailing, etc.) will be billed at cost with no mark-up (our current rates are listed below). Lodging and meals would not be billed to the City. Services for long-range planning and special projects and environmental services will be billed in accordance with the terms established under specific task orders.

Item	Rate
Copying/Printing	Small Format B/W
	Small Format Color
	Large Format B/W
	HP Mono Lines (B/W)
	HP Color Lines
	HP Color Low Density Image
	HP Color High Density Image
Per Diem/Meals/Lodging	N/A
Mileage	IRS rate
Postage/Delivery	at cost

F. FEE/COST PROPOSAL

2020 RATE SCHEDULE

Comprehensive Planning Services		Sustainability	
Project Director/Advisor	\$180–\$250	Project Director/Advisor	\$180–\$225
Principal Planner	\$150–\$180	Principal Climate Change Analyst	\$145–\$165
Project Manager	\$135–\$165	Program Manager	\$130–\$160
Assistant Project Manager	\$120–\$135		
Senior Planner	\$120–\$150	Conservation & Resource Planning	
Land Use Planner	\$120–\$130	Project Director/Advisor	\$180–\$225
Associate Planner	\$95–\$120	Senior Conservation Planner	\$110–\$125
Assistant Planner	\$85–\$95	Conservation Planner	\$95–\$120
Planning Technician	\$65–\$75		
Environmental Services		Biology	
Project Director/Advisor	\$180–\$225	Project Director/Advisor	\$180–\$225
CEQA Project Manager	\$125–\$175	Senior Biologist	\$120–\$150
Senior Environmental Planner	\$120–\$150	Associate Biologist	\$90–\$120
Associate Environmental Planner	\$95–\$120		
Urban Design & Revitalization		GIS	
Project Director/Advisor	\$180–\$225	GIS Manager	\$125–\$145
Senior Urban Designer	\$165–\$180	GIS Analyst	\$95–\$115
Urban Designer	\$105–\$130		
Transportation Services		Housing & Redevelopment	
Project Director/Advisor	\$180–\$225	Project Manager	\$125–\$165
Transportation Planner	\$150–\$180	Senior Housing Planner	\$95–\$115
		Associate Housing Planner	\$80–\$90
		Grant Technician	\$75–\$80
Public Outreach		Management Services	
Project Director/Advisor	\$180–\$225	Principal	\$225–\$275
Senior Public Information Officer	\$120–\$150	Associate Principal	\$195–\$225
Public Information Officer	\$90–\$120	Senior Associate	\$180–\$225
Public Engagement Coordinator	\$90–\$120		
Creative Services		Municipal Finance	
Graphics Production Manager	\$125–\$145	Project Director/Advisor	\$180–\$225
Graphic/Web Designer	\$80–\$115	Municipal Finance Manager	\$145–\$165
		Municipal Finance Coordinator	\$125–\$145
		Municipal Finance Analyst	\$85–\$125
Grant Writing		Meeting Facilitation	
Principal Grant Writer	\$80–\$125	Facilitation Services	\$115–\$175
Administrative Services			
Technical Editor	\$85–\$125		
Administrative Support	\$65–\$95		

*A 5% escalation will apply for each year the contract is extended.

EXHIBIT "C"**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.

Michael Baker International, Inc.

By: Tanya Bilezikjian
Tanya Bilezikjian, Vice President

Date: 12/13/2019