

PROFESSIONAL SERVICES AGREEMENT

NO. 18-25

DATE: October 23, 2018

PROJECT: Beach Boulevard Median Improvements Project Professional Design Services

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: Nabil S. Henein  
Title: Interim Director of Public Works  
Telephone: (714) 562-3672

Mailing Address: 6650 Beach Boulevard  
P.O. Box 5009  
Buena Park, CA 90622-5009

THE CONSULTANT RJM design Group, Inc.  
Name of Business

Representative: Name: Larry P. Ryan, LLA, ASLA  
Title: Principal  
Telephone: (949) 493-2600

Address: 31591 Camino Capistrano  
San Juan Capistrano, CA 92675

TERM OF SERVICE:

Commencement Date: November 12, 2018

Completion Date: September 30, 2019

CONTRACT AMOUNT: \$140,700

APPROVED BY: (  ) City Council (  ) City Manager (  ) Director of Public Works

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BUENA PARK.

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This Professional Services Agreement ("Agreement") is dated **October 23**, 2018, and is between **RJM Design Group, Inc.**, a **California corporation**, (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

## RECITALS

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to perform and provide to CITY **professional design services for the Beach Boulevard Median Improvements Project** (collectively, the "Project").

B. The CONSULTANT is fully qualified to perform the tasks necessary for this Project by virtue of its experience and the training, education and expertise of its principals and employees.

The Parties therefore agree as follows:

**1.0 EMPLOYMENT OF CONSULTANT.** The CITY shall engage the CONSULTANT and the CONSULTANT shall perform the services required under this Agreement.

**2.0 SCOPE OF SERVICES.** The CONSULTANT shall perform during the term of this Agreement, those services set forth in the *CONSULTANT'S PROPOSAL* dated August 3, 2018, attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction. The CONSULTANT shall commence performance of the Services upon receipt of a written notice to proceed from the Designated Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization. The CITY by and through its Designated Official may, from time to time, request changes in the scope of services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

**3.0 TIME OF PERFORMANCE.** The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice to proceed from the Designated Official and shall perform the Services in a timely, diligent manner.

**4.0 TERM.** The term of this Agreement shall commence on **November 12, 2018**, and shall remain in full force and effect until **September 30, 2019**, unless sooner terminated as provided in Section 10 of this Agreement.

**5.0 COMPENSATION.** As full and complete compensation for CONSULTANT's services provided under this Agreement, CITY shall pay CONSULTANT the total "NOT-TO-EXCEED" amount of **\$140,700**, as set forth on Page 4 of *CONSULTANT'S PROPOSAL, Design Budget*, attached hereto as Exhibit "A," provided that the NOT-TO-EXCEED amount of set forth in this Agreement shall control. No claims for additional compensation shall be allowed unless authorized in advance by the City Manager or City Council, as applicable, in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

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**6.0 PAYMENT.** Each month, the CONSULTANT shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. The CONSULTANT shall remit the invoices to the address for the CITY specified on page one of this Agreement. The CITY shall review all invoices and notify the CONSULTANT in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONSULTANT.

**7.0 STANDARD OF SKILL.** The CONSULTANT warrants that it possesses the professional expertise necessary to perform the Services. The CITY relies upon the skill of the CONSULTANT, and the CONSULTANT's staff, if any, to do and perform the Services in a skillful, competent, and professional manner, and the CONSULTANT and CONSULTANT's staff, shall perform the Services in such manner. The CONSULTANT shall, at all times, meet or exceed any and all applicable professional standards of care. The acceptance of the CONSULTANT's work by the CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

**8.0 INDEPENDENT CONTRACTOR.** The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. The CONSULTANT shall be free to dispose of all portions of the CONSULTANT's time and activities that the CONSULTANT is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The CONSULTANT shall have no power to incur any debt, obligation or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. The CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

**9.0 INDEMNIFICATION.** The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation

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costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

**9.1 Indemnity for Design Professional Services.** To the fullest extent permitted by law, the CONSULTANT shall, at its sole cost and expense, indemnify and hold harmless the CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of the CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c)(2). Notwithstanding the foregoing and as required by Civil Code § 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault.

**9.2 Other Indemnities.** Other than in the performance of professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

**9.3** The obligations of the CONSULTANT under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. The CONSULTANT's indemnity obligation set forth in this Section

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9.0 shall not be limited by the limits of any policies of insurance required or provided by the CONSULTANT pursuant to this Agreement.

**9.4** The CONSULTANT's covenant under this Section 9.0 shall survive the expiration or termination of this Agreement.

**10.0 TERMINATION OF AGREEMENT.** The CITY may terminate this Agreement at any time during the term of the Agreement by giving the CONSULTANT not less than thirty (30) calendar days' prior written notice. The CONSULTANT may only terminate this Agreement for cause, and by giving the CITY prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the CITY, and provided CONSULTANT is not then in breach, the CONSULTANT shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the CONSULTANT shall have no other claim against the CITY by reason of such termination. This Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

**11.0 SAFETY REQUIREMENTS.** All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. The CITY may issue restraint or cease and desist orders to the CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. The CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. The CONSULTANT shall immediately report to the CITY any hazardous condition noted by the CONSULTANT.

**12.0 MANDATORY INSURANCE.** The CONSULTANT shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONSULTANT shall provide the CITY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 12.0.

**12.1 Minimum Scope of Insurance.** The CONSULTANT shall maintain policies with coverage at least as broad as:

(a) Insurance Services Office Commercial General Liability insurance (occurrence Form Number CG 00 01).

(b) Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 covering "Any Auto" (Symbol 1).

(c) Workers Compensation insurance as required by the State of California, and Employer's Liability insurance.

(d) Professional Liability Insurance.

**12.2 Minimum Limits of Insurance.** The CONSULTANT shall maintain insurance coverage limits not less than:

(a) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form

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with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(d) Professional Liability: \$2,000,000 per claim, with an extended reporting period of not less than two (2) years.

**12.3 Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the CITY prior to the CONSULTANT commencing any work under this Agreement. At the CITY's option, either: (i) the insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, its elected officials, officers, attorneys, agents, employees and designated volunteers; or (ii) the CONSULTANT shall provide a bond or other financial guarantee, satisfactory to the CITY, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**12.4 Required Endorsements.** Each insurance policy required by this Section 12.0 shall be endorsed as follows:

(a) Except with respect to any employer's liability or professional liability/errors and omission liability policies required by this Section 12.0, the CITY, its elected officials, officers, attorneys, agents, employees, independent contractors serving in the role of city officials and designated volunteers shall be named as additional insureds (collectively, "Additional Insureds" sometimes hereafter in this Section 12.0).

(b) Additional Insured Endorsements shall not:

- (1) Be limited to "Ongoing Operations";
- (2) Exclude "Contractual Operations";
- (3) Restrict coverage to the "Sole" liability of the CONSULTANT; or
- (4) Contain any other exclusion contrary to this Agreement.

(c) For any claims related to the Project, this Agreement or the services performed under this Agreement, the CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by the CITY. Any insurance or self-insurance maintained by the CITY or any of the Additional Insureds, shall be in excess of the CONSULTANT's insurance and shall not be called upon to contribute with it.

(d) All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from

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insurer to the CITY. The notice shall be provided via certified mail, return receipt requested. The CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(e) Each policy shall be endorsed to state that the insurer waives the right of subrogation against the CITY and its officers, employees, agents, independent contractors serving in the role of city officials and designated volunteers.

**12.5 Other Insurance Provisions.** The CONSULTANT and the CITY further agree as follows:

(a) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of the insurance coverage.

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(c) All insurance coverage shall cover the CONSULTANT's operations pursuant to the terms of this Agreement.

(d) Any actual or alleged failure on the part of the CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of the CITY or any additional insured, in this or any other regard.

(e) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the CITY has the right, but not the duty, to obtain the insurance it deems necessary and the CONSULTANT shall promptly reimburse to the CITY any premium paid by the CITY.

(f) The CONSULTANT shall provide immediate notice to the CITY of any claim or loss against the CONSULTANT that includes the CITY or any of the Additional Insureds as a defendant. The CITY assumes no obligation or liability from the notice. The CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve the CITY.

**12.6 Acceptability of Insurers.** All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

**12.7 Verification of Coverage.** The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements,

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including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

**12.8 Subcontractors.** The CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Project by the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

### **13.0 WORK PRODUCT.**

**13.1 Deliverables.** The CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. The CONSULTANT shall, upon request by the CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to the CONSULTANT by the CITY.

### **13.2 Ownership.**

(a) All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by the CONSULTANT in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of the CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by the CITY upon final payment being made. The CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) The CONSULTANT hereby assigns to the CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the CITY pursuant to subsection (a) above.

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(c) The CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, the CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for the CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for the CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

**13.3 Confidentiality.** Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Project assigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

**13.4 Records.** The CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by the CITY or the Designated Official. The CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, the CONSULTANT shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

**14.0 ASSIGNMENT AND SUBCONTRACTING.** This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void

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and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

## **15.0 MISCELLANEOUS TERMS.**

**15.1 Nuisance.** The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

**15.2 Permits and Licenses.** The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**15.3 Conflicts of Interest.** The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval, perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

**15.4 Waiver.** No delay or omission to exercise any right, power or remedy accruing to the CITY under this Agreement shall impair any right, power or remedy of the CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by the CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**15.5 Accomplishment of Project.** The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

**15.6 Captions for Convenience Only.** The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

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**15.7 Word Usage.** Unless the context clearly requires otherwise, (a) the word “shall” is mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**15.8 Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during the CONSULTANT’s and the CITY’s regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

**15.9 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**15.10 When Rights and Remedies Not Waived.** In no event shall the making by the CITY of any payment to the CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default that may then exist, on the part of the CONSULTANT, and the making of any such payment by the CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

**15.11 Cost of Litigation.** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys’ fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys’ fees paid or incurred in good faith.

**15.12 Compliance with Laws.** In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY’s Municipal Code, ordinances, regulations and policies. Further, this Agreement may call for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works,” the CONSULTANT shall comply in all respects with the all applicable provisions of the California Labor Code, including those set forth in Exhibit B, attached hereto.

**15.13 Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

**15.14 Governing Law.** The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

**15.15 Integrated Agreement and Modification of Agreement.** This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between the CITY and the CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

**15.16 Authority to Bind Parties.** Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

**15.17 Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposals, if any, shall prevail.

**15.18 Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

PSA # \_\_\_\_\_ PAGE 12 OF 13

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

CITY OF BUENA PARK  
a California municipal corporation

RJM DESIGN GROUP, INC.  
a California corporation \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: James B. Vanderpool

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:  
(SEAL)

\_\_\_\_\_  
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christoper Cardinale, City Attorney

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**

(Attached)

CITY OF BUENA PARK

BEACH  
BOULEVARD  
MEDIAN  
IMPROVEMENTS  
PROJECT

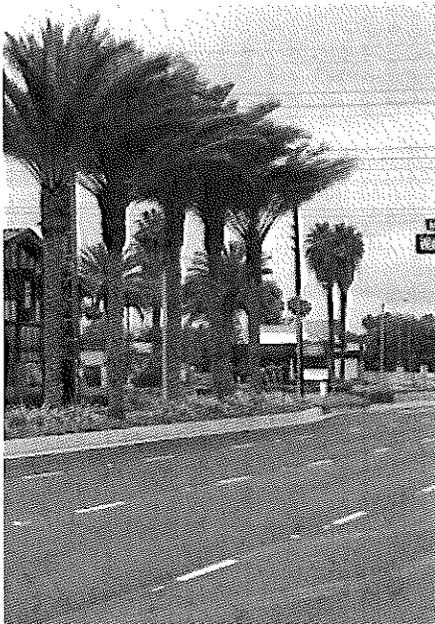
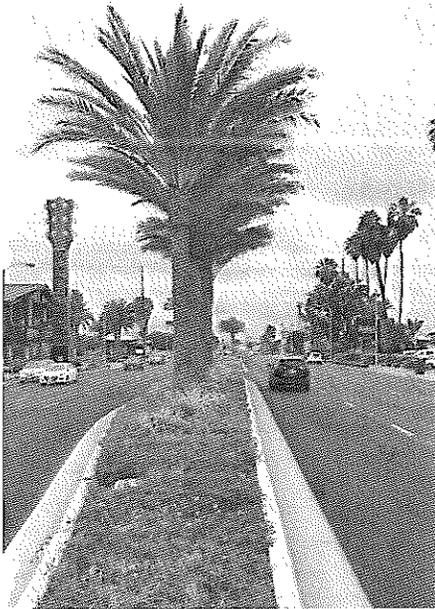
PLANS, SPECIFICATIONS &  
ESTIMATE



REQUEST FOR PROPOSAL

October 3, 2018

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Portion of Beach Blvd. with Improvements

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- 1. Similar Project Experience

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F. Design Budget (submitted under separate cover)

31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
www.RJMdesigngroup.com  
[949] 493-2690 fax  
[949] 493-2600 phone



October 3, 2018

Mr. Amir Modarresi  
Interim Assistant City Engineer  
City of Buena Park  
6650 Beach Boulevard  
Buena Park, CA 90622

**Re: Beach Boulevard Median Improvements Project – Plans, Specifications and Estimate**

Dear Mr. Modarresi,

On behalf of RJM Design Group, Inc., we are pleased to submit our proposal to provide Design and Construction Documentation Services for the City of Buena Park's Beach Boulevard Median Improvements Project. We are excited to have the opportunity to design and detail this predominant stretch of Beach Boulevard and the ability to continue our long-term relationship with the City. RJM is proud to be celebrating over 30 years in business and acknowledges the key to our stability and success is our many long-term relationships with our valued clients. We would highly regard the City's decision to select RJM to create successful and innovative streetscape median improvements that provide unified aesthetics at key arterial corridors while promoting sustainable design principles and water conservation.

RJM has extensive experience with streetscape renovation projects. We are very familiar with site survey and assessment of existing utilities, hardscape, landscape and irrigation, project management, design development and construction documentation. Likewise, we recognize the need for efficient communication and project management early on in the design process to ensure a successful project that is complete on-time and on-budget. Our firm also appreciates the significance of a successful streetscape project, realizing how it enhances a community's overall image, character, and overall appeal.

RJM Design Group offers:

- Extensive experience on streetscape renovation projects;
- Creation of attractive and easily maintained sustainable design solutions;
- Attention to detail and understanding of current construction practices;
- Experienced and talented staff of licensed professionals;
- Proven track record of being on-time and on-budget;
- Demonstrated ability to develop and maintain long-term relationships with our valuable clients.

Upon reviewing our qualifications, previous streetscape renovation experience, and our proposal, we hope to be considered the most qualified candidate for this noteworthy project. We have recently enjoyed working with the City on the SCE Trail Corridor project and Whitaker Park conceptual design plans. We look forward to continuing our current working relationship and the opportunity to further discuss this project and any inquiries.

Best Regards,  
RJM DESIGN GROUP, INC.

  
Larry P. Ryan, L.A., ASLA  
Principal  
email: larryr@rjmdesigngroup.com

# Scope of Work

## SCOPE OF WORK

### TASK ONE – PROJECT KICK OFF, MANAGEMENT AND COORDINATION

- A. Attend Kick-Off Meeting with the City to review and define the work schedule, scope, and program. The City and Consultant team shall identify critical project elements, methods of preferred communication and preliminary schedule of coordination meetings and submittal dates.
- B. Provide design meeting schedule to the City for review and approval.
  - 1. We understand that meetings shall take place bi-weekly from the start of the Award of Professional Services Agreement through 100% Final Contract Drawings.
  - 2. Ten (10) meetings in total will be provided.
  - 3. Meetings shall be in the form of GoToMeeting Conference Calls or in-person meetings.
- C. Prepare meeting agendas for distribution two (2) days prior to any design meetings.
- D. Prepare meeting minutes for distribution three (3) days after any design meeting.
- E. Prepare project work schedule updated monthly, with major milestones for all tasks, times of completion, task status and necessary deliverables associated with each task.

*MEETINGS: One (1) Kick Off Meeting with City Staff  
Bi-Weekly Design Meetings – Conference Call or In Person, from start of Contract through 100% Final Contract Drawings, (10) meetings total.*

*PRODUCTS: Project Design Meeting Schedule  
Design Meeting Agendas and Minutes  
Project Work Schedule*

### TASK TWO – SITE INVENTORY AND ANALYSIS

- A. Review all “as-built” information available from the City, including all City Standards, State, MUTCD (Manual on Uniform Traffic Control Devices), Caltrans and any other applicable agencies regulations related to the project site.
  - 1. Our Proposal has assumed that current irrigation and utility “as-built” Record Drawings will be provided for by the City for the existing median renovation areas within the CalTrans Right of Way and shall include the adjacent curb alignments of the street right of way.
- B. Prepare AutoCADD project base sheets based upon Record Drawings provided by the City. Our proposal has assumed that the project base sheets will be drafted utilizing the as-built information, images of the existing median areas from Google Earth, as well as a site-specific review of existing conditions to locate valve boxes, pull boxes, meters, surface utilities, trees, and any other appurtenances.

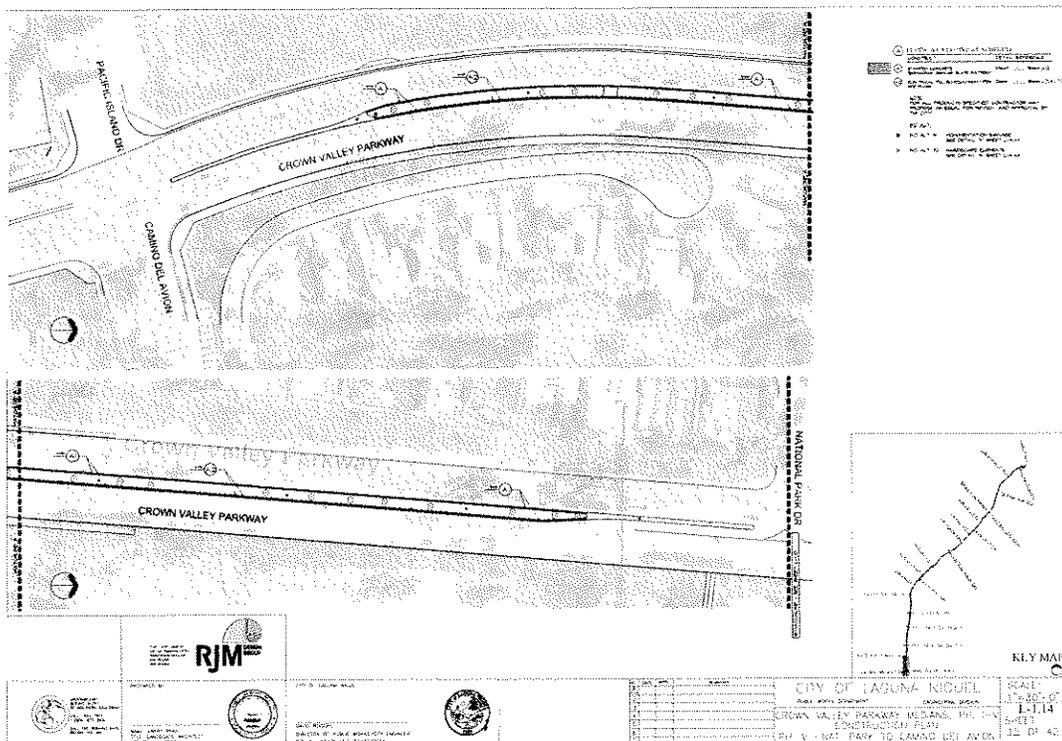


Existing site conditions of landscape medians along Beach Boulevard.

# Scope of Work

Existing conditions not represented on the Record Drawings shall be identified as such. As **Optional Service No. 1**, we have identified the preparation of AutoCADD aerial topographic base sheets as a supplemental service should the City or Caltrans require more specific project information.

1. Our proposal has estimated that the total project area can be “captured” on ten (10), 24”x36” size, project base sheets with matchlines at 1”=20’-0”. Each Project Base Sheet shall provide for “double stacked” plan view image areas. Base sheets shall be utilized for all demolition, landscape construction, lighting, irrigation, and planting plans. Base sheets shall be used by the civil engineer for appropriate water quality plan sheets as required and outlined in the Construction Document phase of this proposal.



“Double stacked” plan view image areas.

- C. Conduct project site inventory and analysis. This inventory will provide a field walk/review to document existing conditions. Existing valve boxes, utility enclosures, back flow preventers, significant trees suitable for potential preservation, electrical infrastructure and supply and any other utility appurtances etc. will be noted. The occurrence of these elements will be confirmed against the City provided Record Drawings. All above grade site elements will be indicated on the project base plans.
- D. Provide soil fertility testing in project area (6 locations total). These samples will be collected and analyzed for complete nutrient evaluation as well as particle size distribution and soil classification utilizing the USDA soil classification system. Soil hazards will be outlined in the report with findings and observations of the project site. At the time that the surface soil samples are collected , on sub soil sample will also be collected from a depth of 24 to 36 inches. That sample will be a composite of sub soil collected throughout the site and will be analyzed for agricultural suitability only to determine sub soil chemistry. Additionally, a growth trial will be conducted to determine herbicide contamination by planting radish and rye grass seeds in carbon treated and untreated soil. This testing requires 4 to 6 weeks to complete. Results of the soil fertility testing will give rise to selection of an appropriate plant palette recommended for project specific site conditions.

## Scope of Work

- E. Meet with City Staff to review existing site conditions and utilities, appropriate placement of plant material with respect to cross-street utility connections, plant material recommended for preservation, plant materials that have proven to be more successful within the various median and parkway areas, plant materials to be avoided, overall vision and potential improvements.
- F. Submit Project Base Sheets to City for review and confirmation of project limits and scope.
- G. Refine overall project base sheets per City comments, if necessary.
- H. Coordinate and attend bi-weekly design team meetings, as required. Prepare and distribute meeting agendas and meeting minutes.

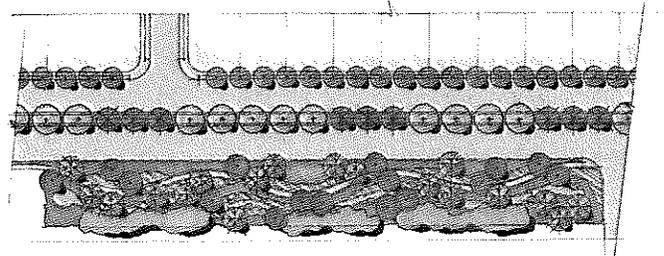
**MEETINGS:** *One (1) Project Development Meeting with City Staff  
Bi-Weekly Design Meetings – Conference Call or In Person, from start of Contract through 95% Design Drawings Submittal, not to exceed ten (10) meetings total.*

**PRODUCTS:** *Project Base Sheets  
Updated Project Design Meeting Schedule (on-going)  
Design Meeting Agendas and Minutes  
Updated Project Work Schedule (on-going)  
Soil Fertility Test Results*

### TASK THREE – CONCEPTUAL DESIGN

- A. Develop two (2) alternative prototypical conceptual design plans and sections of proposed streetscape improvements. These prototypical Conceptual Design Plan alternatives will be prepared at a scale of 1/8" = 1'-0" and will present alternative landscape treatments within the project area.
- B. Meet with City to review Conceptual Design Plan alternatives. Discuss proposed modifications and preferred alternative design.
- C. Prepare Overall Conceptual Landscape Improvement Plan and Typical Section. This Conceptual Plan will reflect the preferred landscape alternative discussed with the City. This document will be developed at a scale appropriate to illustrate the proposed landscape improvements throughout the entire project area.

The final conceptual design drawings will clearly indicate the intended design scheme and proposed landscape elements for improvements within the project area. These drawings will provide design direction for design development and construction documents.



Sample prototypical conceptual design plan and section.

## Scope of Work

- D. Prepare Preliminary Statement of Probable Construction Cost Estimate for the proposed improvements. This draft estimate will identify all proposed hardscape and softscape elements to be provided for as part of the project scope.
- E. Meet with City to present and discuss the Overall Conceptual Landscape Improvement Plan, Section and Cost Estimate.
- F. Incorporate City comments into prepared project base sheets, which best serves the projects goals and objectives. Project base sheets shall indicate existing and proposed features such as; hardscape, landscape and groundcover treatment. Proposed plant material will be low water use/drought tolerant and low maintenance requiring infrequent pruning/trimming. It will provide visual interest through color use, accent planting, texture variety, and scale of proposed plant material groupings.

**MEETINGS:**            *One (1) Project Development Meeting with City Staff to review Design Plan Alternatives*  
*One (1) Project Development Meeting with City Staff to review Overall Conceptual Landscape Improvement Plan, Section and Preliminary Cost Estimate*  
*Bi-Weekly Design Meetings – Conference Call or In Person, as required.*

**PRODUCTS:**        *Two (2) Prototypical Conceptual Design Plans (1/8"=1'-0")*  
*One (1) Overall Conceptual Improvement Plan (at appropriate scale)*  
*Preliminary Estimate of Probable Construction Cost*

### TASK FOUR – DETAILED DESIGN AND CONSTRUCTION DOCUMENTATION

Our Scope of Services for Construction Documents will include landscape architectural, civil engineering and electrical engineering improvement plans, specifications and cost estimates (PS&E) for the renovations within the proposed project area. Our proposal has assumed that the Construction Documents will include the project area as defined in the RFP as Beach Boulevard within the Caltrans public right of ways, from 9th Street to Rosecrans Avenue, and that the project area will be packaged as one phase of construction.

During the Construction Document Phase, plans, specifications and cost estimates will be prepared in conformance with the City of Buena’s Park requirements; 65% Design Drawings and Cost Estimate, 95% Design Drawings, Specifications and Cost Estimate, and 100% Contract Drawings, Specifications and Cost Estimate (bid set).

We envision the following tasks:

A. Landscape Design and Documentation

Services during the Construction Documents Phase consist of preparation of drawings, specifications and costs estimates setting forth in detail the landscape requirements for the Project.

These Construction Drawings shall include;

1. Title Sheet
2. Demolition Plans
3. Detail Sheets, as required



Consider utilizing plant materials from recent installation north of La Palma for streetscape continuity and scale.

## Scope of Work

4. WQMP, if required
5. Construction Plans (Hardscape Plans) and Details (at maintenance access areas at back of existing curbs)
6. Irrigation Plans and Details
7. Planting Plans and Details
8. Electrical Plans and Details showing landscape light fixture type and location, single line diagrams and load calculations for each electrical service, power connections to irrigation controllers, schedules, legends and details as required and compliance with the State of California Title 24 Energy Standards and specifications.

Note: Our proposal has assumed that the project will prompt a “non-priority” project and that a WQMP will not be required. In the event that information is needed, our proposal has provided for the provision of a WQMP Plan as an Optional Service. This information would be prepared by our project engineer, civTEC and may be needed in the event significant quantities of hardscape is proposed for the median areas. This provision has been noted as **an Additional Service** in our Fee Schedule.

Plans shall be developed in accordance with Caltrans, MUTCD, and all other applicable regulations. They shall incorporate all necessary City Standards and preferences including; landscape, irrigation, and hardscape design standards. Appropriate setbacks/offsets of proposed/existing trees from street lights, signage, utility lines, etc. shall be observed. Sight line setbacks at intersections will be noted on all project base sheets. Our proposal has assumed that these sight lines will be indicated based upon Caltrans Line of Sight Standards. We have also assumed that the proposed median and parkway landscape areas will be irrigated by a City maintained meter and that all necessary meters, as well as power to required controllers, will be provided by our project electrical engineer. Our proposal has also assumed that median grading and drainage will not be required. Our understanding is that the existing grade within the median areas will be retained as existing.

Our proposal has assumed that the project construction documents will be packaged as a single phase of construction and that one set of construction documents will be developed for submittal to both the City of Buena Park and Caltrans. In the event that a separate set of documents is required for Caltrans review, this service will be provided as an additional service.

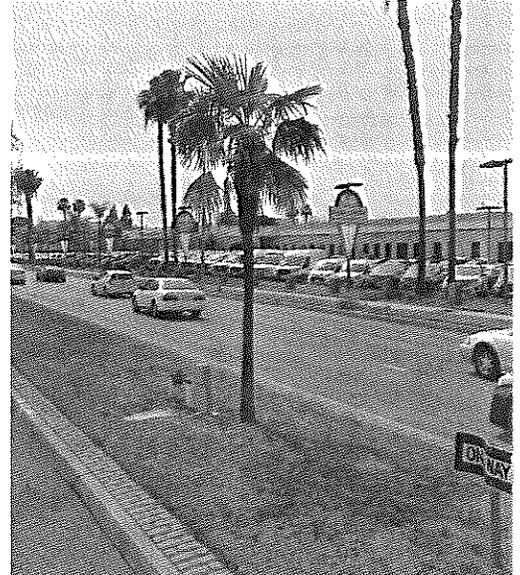
- B. Prepare Statement of Probable Construction Cost services during the Construction Documents Phase for 65% Design Drawings Submittal, 95% Design Drawings Submittal and 100% Contract Drawing Submittal. Updated Statements of Probable Construction Costs for the Project will take into account:
  1. Changes in materials or details of construction, which have occurred during preparation of the Construction Documents.
  2. Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.
  3. Adjustments for known or anticipated changes in the bidding market relative to the Project.
- C. Prepare Project Specifications for 95% Design Drawings Submittal and 100% Contract Drawings Submittal utilizing the City approved specifications for landscape and irrigation improvements. These specifications will be edited to reflect the specific project improvements. Our proposal has assumed that specifications will be prepared as ‘Amendments’ to the Standard Specifications for Public Works Construction (“Greenbook”).
- D. Submit Statement of Probable Construction Costs and Design Plans to the City for draft 65% Plan Check Review.

## Scope of Work

- E. Meet with City to discuss 65% Design Drawings Submittal (cost estimate and plans). Allow two (2) week period for City review. Following this review, plans and specifications will be updated/advanced to constitute a 95% submittal set.
- F. Submit 95% Design Drawings Submittal including Design Plans, Project Specifications and Statement of Probable Construction Costs to City for Plan Check Review and Caltrans Review. Our proposal has assumed an additional sixteen (16) week Caltrans review period, following which plans and specifications will be advanced to the 100% final contract drawing set for bidding purposes.
- G. Submit 100% Contract Drawings (Bid Set; Design Plans, Specifications, Cost Estimate) to City for review and bid.

*MEETINGS:* One (1) Meeting with City Staff to review 65% plan submittal

*PRODUCTS:* 65%, 95% and 100% design plans and cost estimate. 95% and 100% specifications.



Walk/Survey existing conditions to locate and identify existing utilities.

### TASK FIVE – BIDDING (Hourly as Requested)

- A. Our Consultant Team shall assist the City with the Bidding Phase of the project as requested. Questions, clarifications, or conflicts arising out of the bidding process will be resolved by addenda prepared by the Consultant. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents. In addition, the consultant shall attend a pre-bid conference, if required, and assist City staff in awarding the construction contracts.

### TASK SIX – CONSTRUCTION OBSERVATION/ADMINISTRATION (Hourly as Requested)

- A. Our Consultant Team shall attend job site meetings as requested by the City to generally review and evaluate the construction schedule, monitor performance, review quality control standards, and provide assistance for any clarification or revision to the contract for construction. Shop drawings and related submittals shall be reviewed and returned for appropriate action. The Contractor's requests for information, proposal requests, and related communications shall be attended to on a regular basis. Consultant will review change order requests, issue requests for change orders to the contractor, review the contractor's change orders and issue recommendations to engineer for action. Contractor's pay requests shall be reviewed by the Consultant on a monthly basis in accordance with the amount of work completed and in accordance with the contract documents.
- B. Upon completion of the Construction Phase the Consultant will be available to organize and conduct a final walk-through and review. A final punch list for all required corrections and remaining work shall be prepared.



## Consultant's Representative

**Primary Rep.: Craig Sensenbach**  
**Alternate Rep.: Larry Ryan**

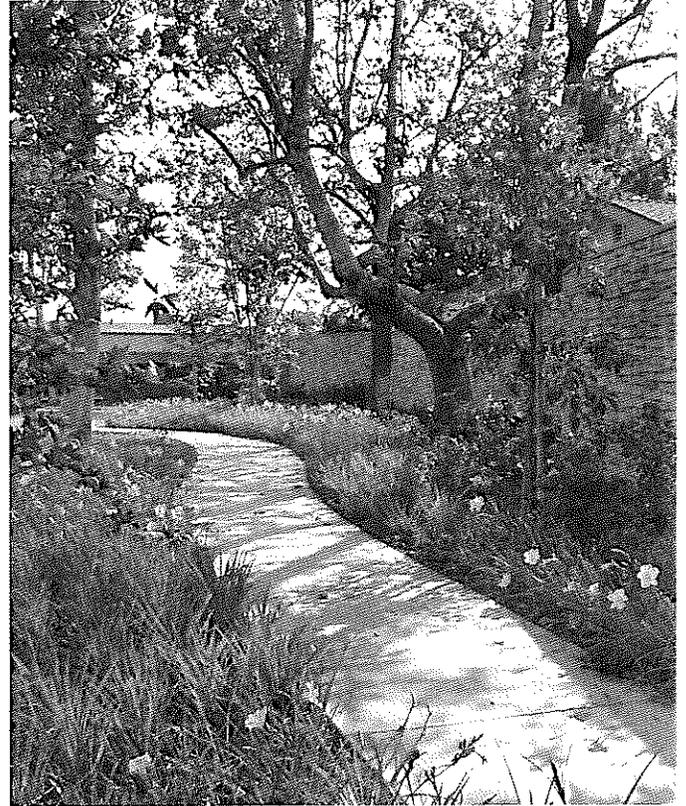
### Construction Services

Our firm provides outstanding landscape architectural construction administration and observation that has been gained from decades of on-site practical experience. We can facilitate weekly on-site project meetings and administration of construction related communications. The proof is in the projects we have completed on time and with minimal change orders. Our specialization in complex public spaces and facilities require that we prepare very accurate plans, specifications and estimates, and then observe carefully during construction implementation. We interpret plans judiciously so that if change orders are warranted, they are fair and appropriate.

### Project Management Services

Our project management starts with the basic building block of good communication. We provide an excellent method of tracking project progress by keeping the scope of work integrated with the project schedule. The City's project manager can see the accomplishments made, milestones met, and concise consultant invoices match up with completed elements of the project schedule. These updates are made monthly with the invoices and can be provided more often if requested.

Our clients often become our friends, and in many cases this results in future collaboration. Therefore we look forward to opportunities to meet and discuss the work in progress. We believe in creating a better environment for future generations to come. Therefore we also utilize video conferencing during portions of the work when coordination is important; this technology helps in reducing emissions causing pollution. Meetings are certainly not fully eliminated by the technology, but we have found that it works to our advantage to hold virtual meetings with less environmental impact and road time. We maintain a sophisticated FTP device on our website with a well-designed filing system so that clients have access to the exhibits and drawings for convenient recall, review, and storage.



Our firm was founded over **30 YEARS AGO** on the principles of integrity, quality design, and active stewardship of natural and constructed resources. Sustainability of all systems is what we strive to achieve for every client.

We specialize in the **PLANNING AND DESIGN** of environments that enhance the quality of life for the entire community.

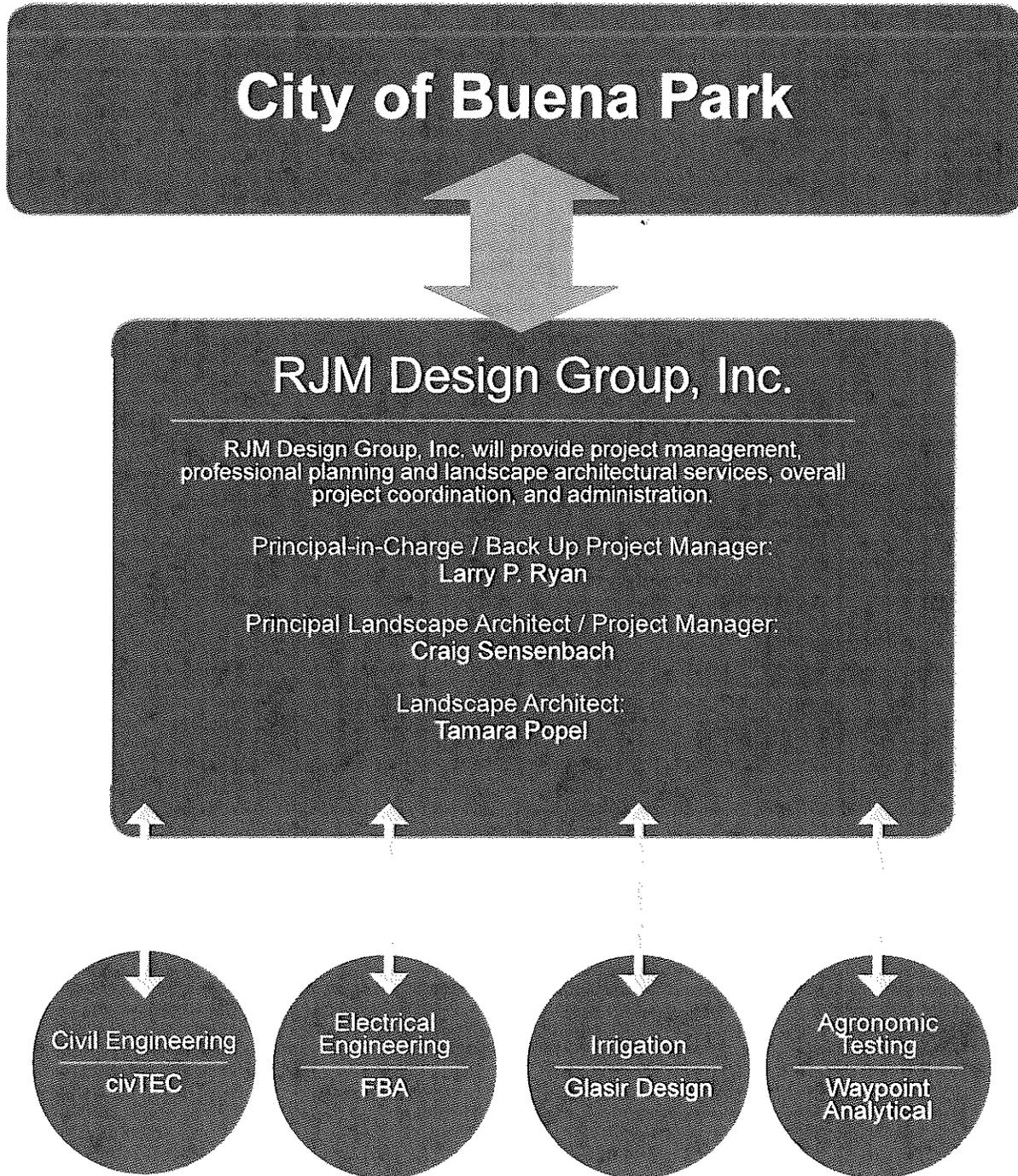
We realize that it is our job to be an **EXTENSION OF YOUR STAFF**, delivering high quality, durable, unique, maintainable and sustainable sites, facilities, and landscapes.

Our objective is to **COLLABORATE WITH THE CITY OF BUENA PARK** staff and other design consultants to apply our expertise effectively and efficiently to accomplish specific goals for the City.

# Project Team

## 1. Team Organizational Chart

RJM Design Group is committed to the principle of “teamwork” with the ability to take a project from start to finish. With this objective in mind, we have assembled the most qualified team of confident, competent, and caring individuals who will provide strong leadership and standards of excellence.



## Project Team

### 2. Resumes for Key Personnel

**Larry P. Ryan** PLA ASLA  
Principal-in-Charge  
RJM Design Group, Inc.



Larry P. Ryan is a founding principal of RJM Design Group, Inc. During his thirty-five (35) years of experience, Mr. Ryan has been involved with a wide variety of planning and landscape architectural projects including many streetscape projects. His project involvement encompasses all phases of site development, including concept formulation, agency processing, design development, and construction implementation.

Larry will be responsible for quality assurance and quality control including final review and public presentations.

#### Licenses

Landscape Architect / CA 2502 / AZ 25241 / NV 366

#### Education

Bachelor of Science-Landscape Architecture, California State Polytechnic University, Pomona

#### Professional Affiliations

American Public Works Association  
American Society of Landscape Architects  
California Association of Recreation and Park Districts  
California Parks and Recreation Society  
Calif. Assn. of Park & Recreation Commissioner & Board Members  
League of California Cities  
National Recreation and Parks Association

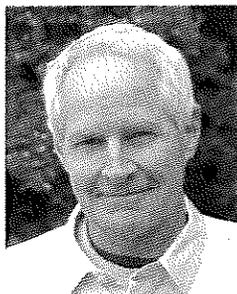
#### Related Project Experience

Alicia Parkway Widening, Mission Viejo, CA  
I-15 Corridor Master Plan, Rancho Cucamonga, CA  
Archibald Avenue Streetscape Master Plan, Rancho Cucamonga, CA  
La Paz Roadway, Mission Viejo, CA  
Chapman Avenue, Stanton, CA  
Lakeside Promenade, Mission Viejo, CA  
Lake Elsinore Freeway Corridor Study, Lake Elsinore, CA  
Cloverfield Boulevard, Santa Monica, CA  
Lake Elsinore Main Street, Lake Elsinore, CA  
Convention Way, Anaheim, CA  
Lakeside Promenade, Mission Viejo, CA  
Day Creek Blvd Master Plan, Rancho Cucamonga

Lincoln Ave Corridor Improvement Project, Anaheim, CA  
Del Prado Streetscape, Dana Point, CA  
Marguerite Parkway, Mission Viejo, CA  
Disney Way Streetscape, Anaheim, CA  
Rockfield Streetscape Improvements, Lake Forest, CA  
Intersection Enhancement, Garden Grove, CA  
Santa Ana Canyon Road Landscape and Irrigation Improvements, Anaheim, CA  
Harbor Boulevard Streetscape, Anaheim, CA  
State College Boulevard Master Plan, Anaheim, CA  
Harbor Boulevard (Orangewood & Katella Avenue, Anaheim, CA  
Stonehill Median Improvements, Dana Point, CA

## Project Team

**Craig Sensenbach** PLA LEED AP (BD+C) CERTIFIED ARBORIST  
Principal Landscape Architect/Project Manager  
RJM Design Group, Inc.



Craig Sensenbach joined RJM Design Group, Inc. as a Project Manager in the Fall of 1993. As Project Landscape Architect, his responsibilities include both planning and landscape architecture ranging from conceptual planning studies through schematic design, preliminary graphics, design development, production scheduling, preparation of construction documents, client/consultant coordination and on-site observation.

Craig has recent project experience working with the City of Buena Park and is familiar with the City's standards, provisions, and practices.

### Licenses

- Landscape Architect / CA 2547
- Certified Arborist / WE-11716A
- LEED Accredited Professional

### Education

- Bachelor of Science in Landscape Architecture - California State Polytechnic University, San Luis Obispo, CA
- Graphic Design - Laguna College of Art and Design, Laguna Beach, CA
- Light Construction & Development Management - University of California, Irvine Extension Program

### Professional Affiliations

- California Parks and Recreation Society

### Related Project Experience

- Community Identity Plan, Chino Hills, CA
- Chapman Avenue, Stanton, CA
- Anaheim Resort Area, Anaheim, CA
- Cloverfield Blvd., Santa Monica, CA
- State College Blvd. Master Plan, Anaheim, CA
- Lincoln Avenue Beautification, Anaheim, CA
- Brookhurst St Improvements, Anaheim, CA
- Santa Ana Canyon Road, Anaheim, CA
- Orangethorpe Ave. Landscape Renovation, Fullerton, CA
- Lemon Street Landscape Enhancement, Fullerton, CA



## Project Team

### Tamara Popel

Project Landscape Architect  
RJM Design Group, Inc.



Tamara Popel has been a part of RJM Design Group since 2016. She is a newly licensed landscape architect with an exuberance and perceptiveness for design and construction. With over 6 years of experience in the industry, Tamara is a member of the District 10 California Parks and Recreation Society and has served on the Program and Awards Committees. She has recently served as the Project Manager on several Park and Recreation Master Plans and as support staff on a number of sports fields, sport facilities and cemeteries. Tamara offers key client communication and team coordination skills that contribute to the ongoing success of any project large or small.

### Registrations/Licenses

California Licensed Landscape Architect  
California Architects Board - Landscape Architect Technical Committee, License 6144  
February 2016 – Present

### Education

Bachelor of Science, College of Environmental Design, Landscape Architecture  
California Polytechnic University, Pomona (2012)

### Skills

Design Research, Land Use Planning, Comprehensive Planning, Site Planning, Landscape Design, Landscape Architecture, AutoCAD, Adobe Photoshop, Adobe InDesign, Construction Drawings, Cost Estimates, Parks, Sports Fields, Schematic Design.

### Related Project Experience

#### Los Angeles Chargers Practice Facility

*Tamara was responsible for assembling the complete construction package to gain City approvals. Tamara coordinated our team of consultants from various disciplines and City personnel with the client to complete a successful project. She aided with Submittal and RFI review and the Construction Administration process.*

#### Orange Coast College Baseball Field Maintenance Project, Costa Mesa, CA

*Tamara produced all of the construction documents and details. She also prepared cost estimates, bid forms, bid comparison charts, and organized all weekly Construction Administration meetings, meeting minutes, and agendas. She reviewed all Submittals and RFI's for the contractor on behalf of the client.*

#### Grand Ave Park, Chino Hills

Parks and Recreation Master Plan Update, Costa Mesa, CA

Parks and Recreation Master Plan, Cypress, CA

West Coyote Hills Initial Trails, Fullerton CA

Parking and Landscape Improvements, Lake Mission Viejo Association, CA

Arce Park, San Juan Capistrano, CA

## Project Team

### Chris Curry

#### Irrigation - Glasir Design

Chris Curry has over 15 years experience in irrigation design, landscape architecture and landscape construction. His focus is on the efficient use of water in the landscape and he has been rewarded for his efforts by being chosen by the United States Environmental Protection Agency as the WaterSense Irrigation Partner of the year for 2011. The fact that he is only the second irrigation design consultant chosen for this award is a testament to his commitment to the environment through sound water conservation practices. His designs have included low flow drip irrigation; high flow sports fields with pumps; slopes for Caltrans; and temporary irrigation systems for wetlands reclamation.

#### Registrations

US Environmental Protection Agency (EPA) WaterSense Irrigation Partner – Selected the 2011 EPA WaterSense Irrigation Partner of the year

Professional Member of the American Society of Irrigation Consultants – 2011 Southern California Chapter President

Irrigation Association (IA) Certified Irrigation Designer (CID) Landscape and Golf Sections

IA Certified Landscape Irrigation Auditor (CLIA)

#### Education

B.S. Landscape Irrigation Science / California Polytechnic University, Pomona, California

### William Zavrnick LEED AP

#### Electrical Engineering - FBA Engineering

William Zavrnick has 30 years of experience and has been active in the electrical engineering field since joining FBA in 1985. His experience includes the electrical design of Public Works and Parks and Recreation Facilities. He is particularly experienced in the design and development of power distribution, specialized lighting systems, and fire/life safety systems, as well as the Interfacing of Equipment for the Control of Lighting and Mechanical Systems as they relate to the requirements of specific projects.

#### Licenses/Registrations

LEED Accredited Professional

#### Education

BS Civil Engineering - Mount Hood College, Oregon

### Thomas Carcelli PE QSD Civil Engineer - civTEC (OPTIONAL)

Tom Carcelli has over 25 years of experience in the civil engineering field with particular emphasis on parks and recreation. His extensive design and management experience in all phases of civil engineering for land development projects throughout Southern California includes grading, water quality, hydrology, hydraulics, storm drain, water/sewer, and survey/mapping. Tom has been on over 80 projects from master planning through construction with RJM Design Group over the past 12 years.

#### Licenses/Registrations

Registered Civil Engineer/CA #81640

Qualified SWPPP Developer (QSD) – C-81640

#### Education

BS Civil Engineering - University of California, Irvine

M-Architecture - California State Polytechnic University, Pomona

# Project Team

## MATRIX OF TOTAL HOURS

Task Description	LEAD CONSULTANT				SUB-CONSULTANTS		
	RJM Design Group, Inc.				Glisir	FBA	civTEC
	Principal	Landscape Architect	CADD Technician	Admin.	irrigation design	electrical engineer	civil engineer
	<i>Hours</i>	<i>Hours</i>	<i>Hours</i>	<i>Hours</i>	<i>Hours</i>	<i>Hours</i>	<i>Hours</i>
TASK ONE - PROJECT KICK OFF	10	20	4	4	12	8	8
TASK 1 - SUBTOTALS	10	20	4	4	12	8	8
TASK TWO - SITE INVENTORY AND ANALYSIS	20	60	12	20	50	22	30
TASK 2 - SUBTOTALS	20	60	12	20	50	22	30
TASK THREE - CONCEPTUAL DESIGN	40	60	20	22	50	30	42
TASK 3 - SUBTOTALS	40	60	20	22	50	30	42
TASK FOUR - CONSTRUCTION DOCUMENTS	50	100	40	40	150	60	60
TASK 3 - SUBTOTALS	50	100	40	40	150	60	60
<b>OPTIONAL SERVICES</b>							
AERIAL TOPOGRAPHY							-

# References

## 1. Similar Project Experience



### Marguerite Parkway Median Rehabilitation

Mission Viejo, CA

**Year Delivered**  
2011

**Project Size**  
1.5 miles

**Client Reference**  
Joe Ames  
Dept. of Public Works  
City of Mission Viejo  
(949) 470-8419  
james@cityofmissionviejo.org

**Construction Cost**  
\$800 K

#### Project Summary

This median enhancement project adds aesthetic value to the City, reduces water runoff, and improves irrigation efficiency, which also extends the quality and life of the pavement. By removing existing turf and overhead spray irrigation, the medians now promote water infiltration, water use reduction, and prevent any nuisance water from extending onto the street.

This landscape renovation project provided for the renovation of existing “all turf” median islands along Marguerite Parkway from Estanciero to Via Florecer. Landscape enhancements include turf removal, installation of new landscaping and a drip irrigation system and related hardscape elements to match the improvements at the Oso and the Marguerite Parkway intersection. The project is being substantially funded with grant dollars from the OCTA Transportation Enhancement Act through the federal jobs for SAFETEA program.

RJM Design Group prepared the concept plans, design development plans, construction documents, opinion of probable construction costs, and construction administration on this project.





# Alicia Parkway Widening and Medians

Mission Viejo CA

**Year Delivered** \_\_\_\_\_  
**2005**

**Client Reference** \_\_\_\_\_  
**Keith Rattay**  
**Assistant City Manager**  
**City of Mission Viejo**  
**[949] 470-3014**

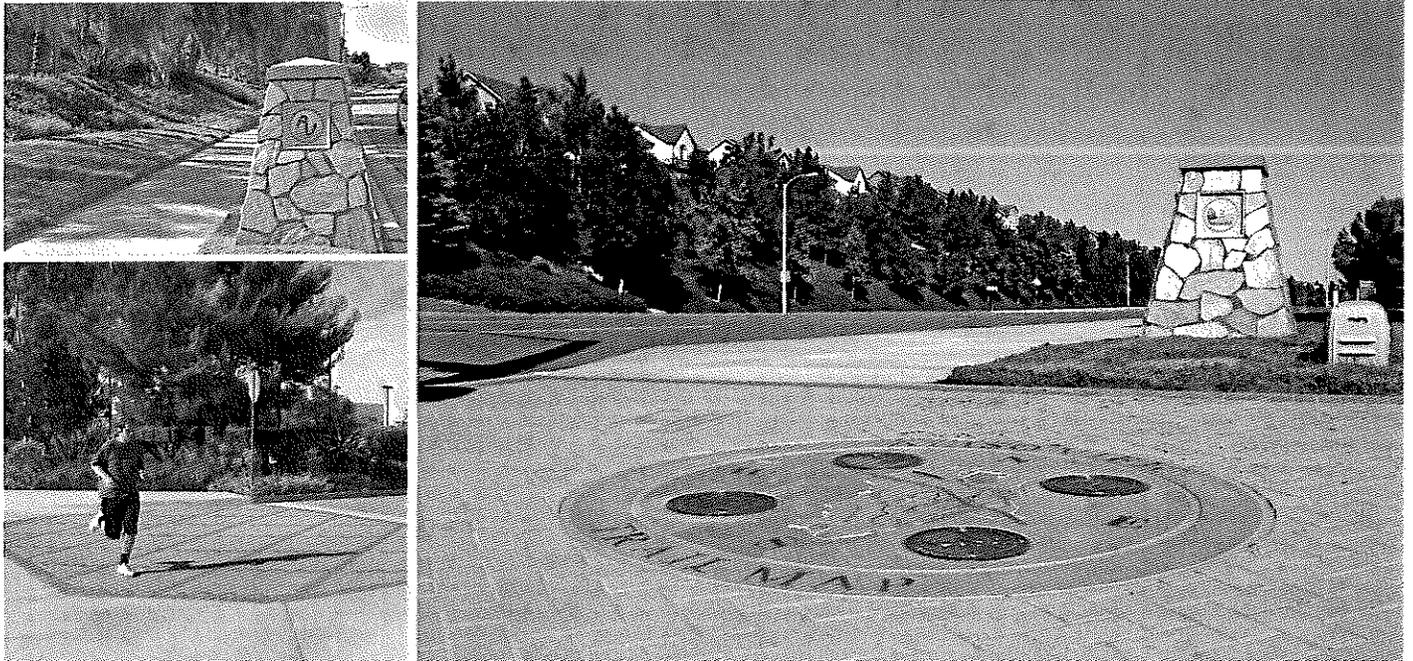
**Construction Cost** \_\_\_\_\_  
**\$900 K**

## Project Summary

Alicia Parkway is a busy thoroughfare that winds through residential, commercial, and open space areas of the City of Mission Viejo. The traffic flow at the intersection of Alicia Parkway and Muirlands Boulevard presented several important issues to the adjacent residential community; traffic congestion, noise, and safety.

In order to address these issues, a 7-foot high El Dorado Stone sound wall was constructed at the intersection, providing security for the neighbors as well as reducing traffic noise. Low stone retaining walls and a re-configured sidewalk meander through preserved heritage Sycamore trees and planters brimming with flowering landscape roses and daylilies.

## References



### Town Center Loop Pedestrian Enhancement Project

Aliso Viejo, CA

Year Delivered

2009

Project Size

3 miles

Client Reference

Shaun Pelletier  
Public Works Director/City  
Engineer  
City of Aliso Viejo  
[949] 425-2533

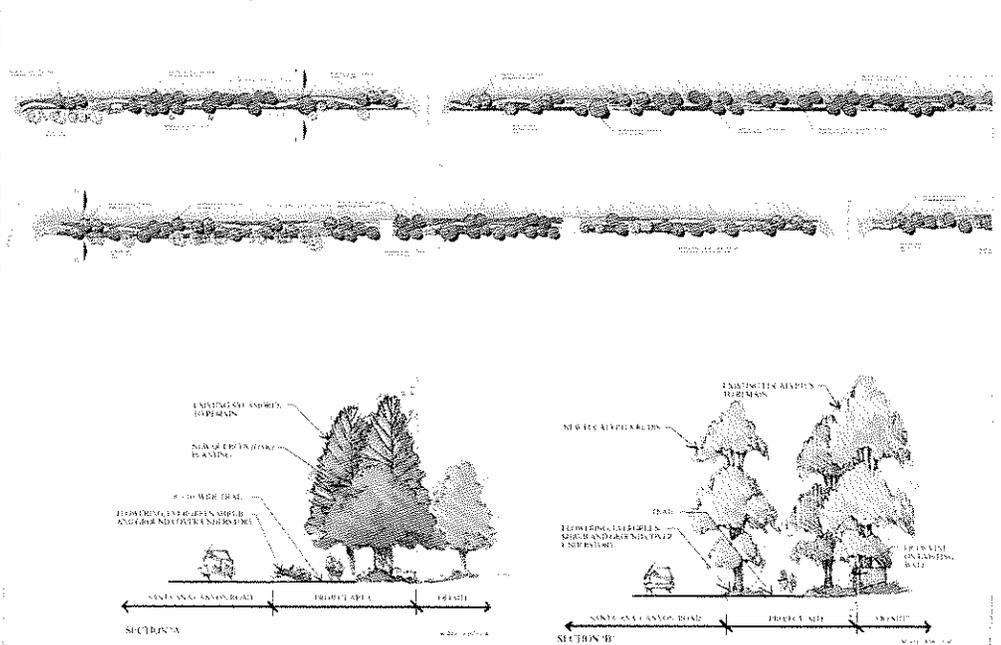
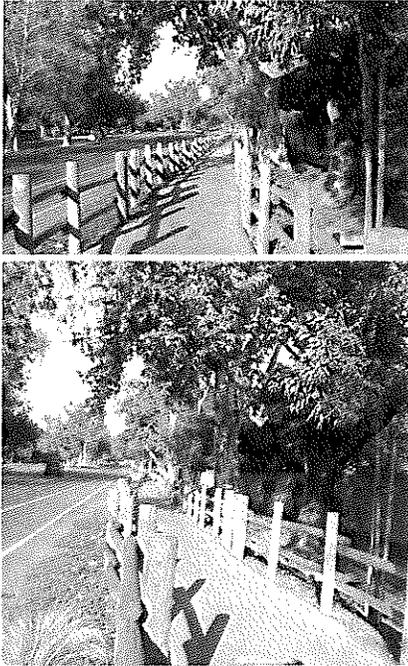
Construction Cost

\$571 K

#### Project Summary

The completion of the roughly 3-mile/5K Town Center Trail Loop marked the first phase of the City's 15-mile Trail Master Plan. Trail systems make communities more liveable; improve the economy through tourism and civic improvement; preserve and restore open space; and provide opportunities for physical activity to improve fitness and mental health. Trail systems improve quality of life.

In order to ensure the community would be instrumental in the planning and design for the Town Center Loop Pedestrian Enhancement Project, the City included public discussions about the project during the Summer and Fall of 2008. The trail is tied to the Aliso Viejo Town Center, which is the hub of activity and the core of City's downtown. The center features several retail establishments and is home to the Grand Park Amphitheater. The park is home to a host of community and cultural events including live performances, film nights, and more. The Town Center Trail Loop is also located near the Aliso Viejo Library, which features an array of cultural arts programs and educational and entertaining programs.



# Santa Ana Canyon Road Landscape and Irrigation Improvements

Anaheim, CA

**Year Delivered**  
2010

**Project Size**  
1 mile

**Client Reference**  
Karl Francis  
City of Anaheim  
[714] 765-5175

**Awards**  
2010 APWA  
Project of the Year

**Construction Cost**  
\$490 K

## Project Summary

The proposed landscape improvements at Santa Ana Canyon Road are intended to enhance the site specific and regional character of the project area. Extensive on-site inventory of existing conditions and close coordination with the City's Public Works Dept. has been provided to achieve a design which recognizes and responds to:

- Existing drainage patterns and topography
- Existing trees and landscape context within and adjacent to the project area
- Existing 'off-site' improvements (HOA walls, project signage, monumentation, trees, etc)

The landscape palette for the project area has provided for:

- Trees which provide infill plantings to the existing regional Eucalyptus trees.
- Understory trees have been proposed to complement these existing Eucalyptus plantings and improve the scale and character of the project area. These understory trees (Agonis and Geijera) provide for evergreen, medium sized canopy trees which are consistent with the existing and proposed rural character of the project and the surrounding area.
- Accent plantings of Quercus agrifolia have been provided at select locations to provide for native feature specimen tree plantings.

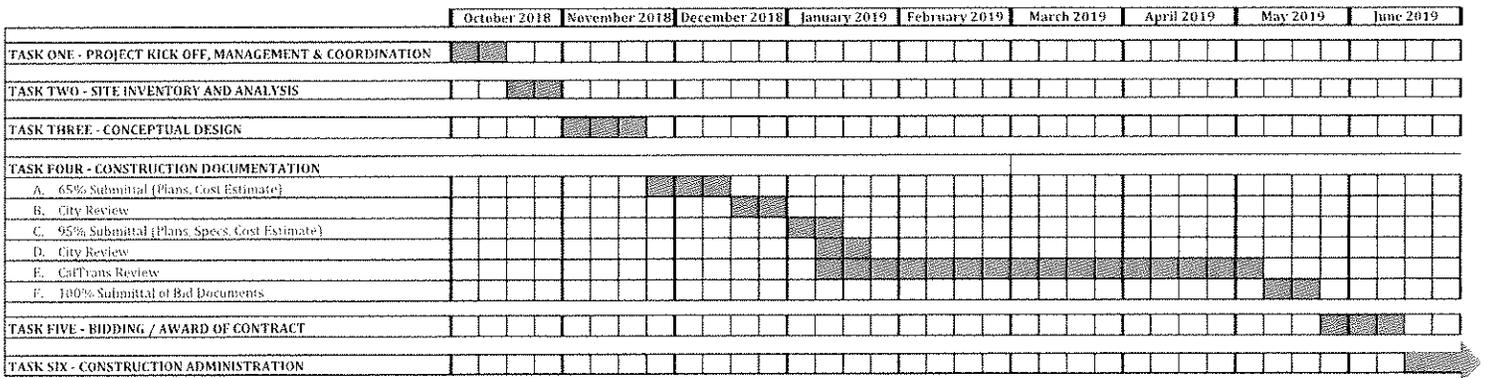
The overall effect of the proposed plantings is to provide appropriately scaled plantings to enhance and contribute to the quality of life within the area.

# Schedule

As with cost control, schedule control starts with a realistic and accurate definition of the scope of work. Often a Work Breakdown Structure (WBS) will be developed to clearly define the project activities and to assign responsibility for each activity.

RJM has a number of current clients and on-going projects, however, a careful analysis has been made of the estimated staffing requirements for this project. The analysis demonstrates that experienced personnel have sufficient availability to begin the work upon authorization and complete it within the projected schedule.

The following is our proposed project schedule for the Beach Boulevard Median Improvements project based on information available in the RFP description and our overall understanding of the project.





# Design Budget

## FEE SCHEDULE

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of the Beach Boulevard Median Improvements. 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 Kick Off, Management & Coordination	\$ 9,010.00
Task 2 - Site Inventory and Analysis	\$ 27,690.00
Task 3 - Conceptual Design	\$ 35,500.00
Task 4 - Detailed Design and Construction Documentation	\$ 63,500.00
Task 5 - Bidding	(Hourly as requested)
Task 6 - Construction Observation/Administration	<u>(Hourly as requested)</u>
<b>Total Fee*:</b>	<b><u>\$ 135,700.00</u></b>

### **Optional Service No. 1:**

**\*\*\$ 35,000.00**

Aerial Topography - Provide 20 scale, 1-foot contour aerial topographic map in AutoCAD format of the entire project area and immediate surroundings up to the adjacent street ROW/curb alignment. This proposal assumes that all monumentation is in place and readily retraceable, that no additional boundary survey is required and shall include one day of additional field survey to pick up critical elements for design.

### Note:

This fee summary represents our current understanding of the project scope and complexity for the Beach Boulevard Median Improvements Project. We would welcome the opportunity to meet with you to discuss our approach to this Scope of Work and revise it as necessary to more accurately meet the needs of the City of Buena Park.

\*As noted in the Scope of Work outline, our proposal has assumed the project base sheets will be prepared utilizing existing as-built documents provided by the City, and that these drawings of the entire project area will be sufficient for design and provided prior to start of work. Once prepared, a site visit / field survey will be conducted to identify above grade elements (irrigation valve boxes, electrical pull boxes, trees, etc.) which may not be apparent on the as-built's or information visible on Google Earth images. These elements will then be added to the digital plan to comprise base sheets suitable for the project's design, bidding and construction.

\*\*This fee is an estimate only of the proposed optional service. Upon request by the City, the Consultant shall provide a final fee for such work in accordance with the agreed upon project boundary and limit of work.

### REIMBURSABLE EXPENSES (Estimated Allowance \$15,000.00)

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
- Soils testing



## Design Budget

### 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:

1. WQMP, Water Quality, Lid Design – This proposal assumes that the project will be a non-priority project and a WQMP will not be required. If a WQMP is required, it will be prepared as required by the local jurisdiction and design any treatment and retention/detention systems for storm runoff as required for LIDF/ Hydromodification and current NPDES permit as an additional service.
2. NPDES / SWPPP / NOI - This proposal assumes that if the project is subject to NPDES/NOI requirements, the SWPPP will be prepared by the contractor. A project-specific SWPPP can be prepared to assist the owner with the NOI and WDID filing with the State as an additional service. Additional meetings and site visits beyond those identified as authorized by the City.
3. Traffic Control Plans. We have assumed this information will be provided by the contractor and reviewed and approved by project engineer and that regulatory/traffic improvements will not be required.
4. Design and detail of vehicular hardscape.
5. Additional Meetings not identified in the Scope of Services
6. Exhibit preparation beyond that identified in the Scope of Services.
7. Revisions to the work following authorization by client to proceed with Conceptual Plan, changes in scope or modifications of the project, design of and/or participation in work beyond the designated site.
8. If it is in the interest of the project to engage or retain the services of any other consultants (graphic/sign designer, traffic engineer), then upon Client's written authorization, RJM Design Group, Inc. may engage or retain any such consultant, and the engagement of each consultant shall be an expenditure reimbursable to RJM Design Group, Inc., plus a 15% coordination fee.
9. Potholing on site to locate and/or verify location of subgrade utility improvements or for soil sampling.



# Design Budget

## CONSULTANTS' HOURLY RATES

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

### RJM DESIGN GROUP, INC.

Principal Landscape Architect	\$165 - \$185 per hour
Associate Landscape Architect	\$145 - \$155 per hour
Landscape Architect	\$130 - \$140 per hour
Job Captain / Landscape Designer	\$115 - \$125 per hour
CADD Technician	\$100 - \$110 per hour
Graphics	\$ 90 per hour
Word Processor	\$ 75 per hour

### GLASIR DESIGN (irrigation)

Plan Check	\$ 85 per hour
Irrigation Design	\$ 95 per hour
Site Observation	\$ 120 per hour

### FBA ENGINEERING (electrical engineering)

Principal • Project Director	\$210 per hour
Associate • Project Manager	\$160 per hour
Construction Support	\$135 per hour
Electrical Designer	\$110 per hour
CAD Designer	\$90 per hour
Technical Typist	\$50 per hour

### civTEC (civil engineering)

Principal	\$175 per hour
Project Manager	\$140 per hour
Project Engineer	\$110 per hour
Project Surveyor	\$120 per hour
Design Engineer	\$100 per hour
Draftperson	\$75 per hour
Project Assistant	\$60 per hour
2-Man Survey Crew	\$265 per hour
3-Man Survey Crew	\$345 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, 2019. Provisions for fee escalation pertain to all contract extensions and additional work.

# Design Budget



NOTE: The following amounts are hourly estimates only. This project will be billed as a percentage complete of the fixed fee for each project phase based upon actual hours worked.

Task Description	LEAD CONSULTANT								SUB-CONSULTANTS						PHASE FEE TOTALS
	RJM Design Group, Inc.								Glisir	FBA	cVTEC				
	Principal		Landscape Architect		CADD Technician		Admin.		irrigation design		electrical engineer		civil engineer		
Hourly Rate	\$185		\$140		\$110		\$75		\$95		\$160		\$150		
	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	
TASK ONE - PROJECT KICK OFF	10	\$1,850	20	\$2,800	4	\$440	4	\$300	12	\$1,140	8	\$1,280	8	\$1,200	
TASK 1 - SUBTOTALS	10	\$1,850	20	\$2,800	4	\$440	4	\$300	12	\$1,140	8	\$1,280	8	\$1,200	
TASK 1 - TOTAL FEES	\$5,390								\$3,620						\$9,010
TASK TWO - SITE INVENTORY AND ANALYSIS	20	\$3,700	60	\$8,400	12	\$1,320	20	\$1,500	50	\$4,750	22	\$3,520	30	\$4,500	
TASK 2 - SUBTOTALS	20	\$3,700	60	\$8,400	12	\$1,320	20	\$1,500	50	\$4,750	22	\$3,520	30	\$4,500	
TASK 2 - TOTAL FEES	\$14,920								\$12,770						\$27,690
TASK THREE - CONCEPTUAL DESIGN	40	\$7,400	60	\$8,400	20	\$2,200	22	\$1,650	50	\$4,750	30	\$4,800	42	\$6,300	
TASK 3 - SUBTOTALS	40	\$7,400	60	\$8,400	20	\$2,200	22	\$1,650	50	\$4,750	30	\$4,800	42	\$6,300	
TASK 3 - TOTAL FEES	\$19,650								\$15,850						\$35,500
TASK FOUR - CONSTRUCTION DOCUMENTS	50	\$9,250	100	\$14,000	40	\$4,400	40	\$3,000	150	\$14,250	60	\$9,600	60	\$9,000	
TASK 3 - SUBTOTALS	50	\$9,250	100	\$14,000	40	\$4,400	40	\$3,000	150	\$14,250	60	\$9,600	60	\$9,000	
TASK 3 - TOTAL FEES	\$30,650								\$32,850						\$63,500
<b>COMBINED PHASE FEE TOTAL</b>	<b>\$70,610</b>								<b>\$24,850</b>						<b>\$135,700</b>
<b>FEE GRAND TOTAL</b>	<b>\$135,700</b>														
<b>OPTIONAL SERVICES</b>															
AERIAL TOPOGRAPHY														\$35,000	\$35,000
<b>The above hourly fee breakdown consists of ESTIMATES ONLY. Billings will be based on actual percentage completion of each phase per contracted fixed fee.</b>															

## EXHIBIT "B"

### CALIFORNIA LABOR CODE COMPLIANCE

[Labor Code §§ 1720 *et seq.*, 1813, 1860, 1861, 3700]

If this Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Consultant agree to be bound by all the provisions thereof as though set forth in full herein.
2. Consultant shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.
3. Consultant agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to the City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Consultant's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight

(8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this Agreement.”

Date \_\_\_\_\_ Signature \_\_\_\_\_