

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF HUNTINGTON BEACH AND
RJM DESIGN GROUP, INC.
FOR
AS-NEEDED PROFESSIONAL DESIGN/LANDSCAPE
ARCHITECTURAL SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "CITY," and RJM Design Group, a California Corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY and CONSULTANT are parties to that certain agreement, dated November 20th, 2017 entitled "Professional Services Contract Between the City of Huntington Beach and RJM Design Group, Inc. for As-Needed Professional Design/Landscape Architectural Services." which agreement shall hereinafter be referred to as the "Original Agreement," and

City and Consultant wish to amend the Original Agreement to extend the term of the Original Agreement and to increase the amount of compensation to be paid to Consultant;

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. ADDITIONAL COMPENSATION

In consideration of the services to be performed under the Original Agreement, City agrees to pay Consultant an additional sum not to exceed Five Hundred Thousand Dollars (\$500,000). The additional sum shall be added to the original sum of Five Hundred Thousand Dollars (\$500,000), for a new contract amount not to exceed One Million Dollars (\$1,000,000).

2. EXTENSION OF TERM

The agreement is hereby extended one (1) year to November 20, 2021.

3. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers on _____, 2020.

CONSULTANT,

RJM Design Group, Inc.

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: 

LARRY R. RYAN

print name

ITS: (circle one) Chairman/President/Vice President

Mayor

City Clerk

AND

By: 

ZACHARY MUEHLING

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

INITIATED AND APPROVED:


Director of Community Services

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney W

2. EXTENSION OF TERM

The agreement is hereby extended one (1) year to November 20, 2021.

3. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers on _____, 2020.

CONSULTANT,

RJM Design Group, Inc.

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

print name

ITS: (circle one) Chairman/President/Vice President

AND

By: _____


print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor

City Clerk

INITIATED AND APPROVED:



Director of Community Services

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney



CITY OF HUNTINGTON BEACH

Professional Service Approval Form Amendment # 1

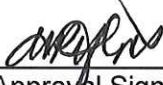
RECEIVED

SEP 02 2020

Finance Department

1. Date Requested: 9/2/2020
2. Contract Number to be Amended:
3. Department: Community Services
4. Requested By: Chris Slama
5. Name of Consultant: RJM Design Group Inc.
6. Amount of Original/Prior Contract: \$500,000.00
7. Additional Compensation Requested: \$500,000.00
8. Original Commencement Date: 11/20/2017
9. Original Termination Date: 11/20/2020
10. Extended Date Requested: 11/21/2021
11. Reason for Contract Amendment:

Over \$3.8 million in new park projects are budgeted in the FY 2020/21 Capital Improvement Program (CIP). With current approved estimated \$500,000 budgeted CIP for design for the FY 2020/21 and additional anticipated CIP project to be scheduled in future CIP budgets, there is a need to approve the extension of the recommended professional services contracts for project efficiency and continuity purposes for the Community Services Department.


Purchasing Approval Signature

9/2/20
Date

12. Are sufficient funds available to fund this contract?

Yes ☒ No ☐

13. Business Unit and Object Code where funds are budgeted:

Account number	Contractual Dollar Amount			
Business unit. object #	Fiscal Year 2020/21	Fiscal Year	Fiscal Year	Fiscal Year
22845020	\$200,000	\$	\$	\$
22845011	\$50,000.00	\$	\$	\$
22845012	\$100,000	\$	\$	\$
22845004	\$60,000	\$	\$	\$

SB 
Budget Approval Signature

9/2/20
Date


Department Head Signature

8/31/20
Date


City Manager Approval Signature

9/3/2020
Date



RJMDESI-01

MCGRAWM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768
IOA Insurance Services
4370 La Jolla Village Drive
Suite 600
San Diego, CA 92122

CONTACT NAME: Ali Smith

PHONE (A/C, No, Ext): (619) 788-5795 50206

FAX (A/C, No): (619) 574-6288

E-MAIL ADDRESS: Ali.Smith@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: RLI Insurance Company

13056

INSURER B: Arch Insurance Company

11150

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

RJM Design Group, Inc.
31591 Camino Capistrano
San Juan Capistrano, CA 92675

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int	X		PSB0007263	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 0
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY No Co. Owned Autos <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002412	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0000628	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	CITY OF HUNTINGTON BEACH PSW0004066	9/30/2020	9/30/2021	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			PAAEP0031103	10/1/2020	10/1/2021	Per Claim 2,000,000
B	Ded.: \$25K Per Claim			PAAEP0031103	10/1/2020	10/1/2021	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All Operations

City of Huntington Beach, its elected or appointed officials, officers and employees are Additional Insureds with respect to General Liability per the attached endorsements as required by written contract. Waiver of Subrogation applies to Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach
Attn: Risk Management
2000 Main Street
Huntington Beach, CA 92648

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- In the performance of your ongoing operations;
- In connection with premises owned by or rented to you; or
- In connection with "your work" and included within the "product-completed" operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- This insurance does not apply to the rendering of or failure to render any "professional services".
- This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**:

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: RJM Design Group, Inc.
Policy Number: PSW0004066

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
RJM DESIGN GROUP, INC.
FOR
AS-NEEDED PROFESSIONAL DESIGN/LANDSCAPE
ARCHITECTURAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and RJM Design Group, Inc., a California corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide as-needed professional design/landscape architectural services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Larry P. Ryan, who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on November 20th, 2017 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Five Hundred Thousand Dollars (\$500,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit. Any use, re-use or modification of such materials for any purpose other than intended by this Agreement shall be at the City's sole risk.

8. HOLD HARMLESS

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligence, recklessness or willful misconduct related to performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense, and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Twenty-five Thousand Dollars (\$25,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as

the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Community Services Director
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

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

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any

provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to

Huntington Beach City Charter Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

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

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise,

have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

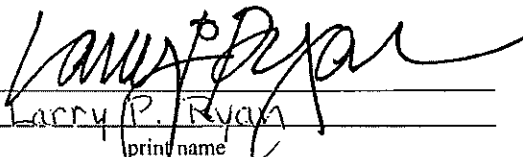
This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

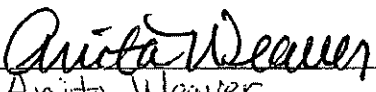
CONSULTANT,

RJM DESIGN GROUP, INC.,
a California corporation

By: 
Larry P. Ryan
print name

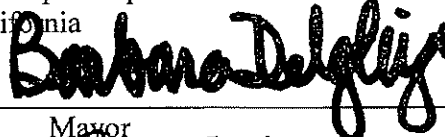

ITS: (circle one) Chairman/President/Vice President

AND

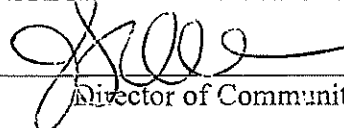
By: 
Anita Weaver
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California


Mayor

City Clerk

INITIATED AND APPROVED:


Director of Community Services

REVIEWED AND APPROVED:


City Manager

APPROVED AS TO FORM:

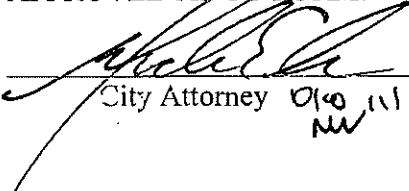

City Attorney 01/01/17
NW

EXHIBIT A

EXHIBIT "A"

- A. STATEMENT OF WORK: (Narrative of work to be performed)
- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:
- C. CITY'S DUTIES AND RESPONSIBILITIES:
- D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT "A"

City of Huntington Beach - As Needed Landscape Architectural Services



SCOPE OF WORK

The scope of services outlines the tasks associated to provide park renovation designs, engineering services, construction documentation, specifications, opinion of probable preliminary and final costs, and construction management for the development/rehabilitation for the City of Huntington Beach park system. Our project schedule will provide additional information regarding the anticipated sequence of project milestones. Working closely with City staff, our Design Team will help to organize and further define the approach to be used for each project. Coordination with all pertinent agencies and adjacent landowners will be an integral part of the project's success.

In collaboration with the City, we shall review, elaborate upon and clarify the overall objectives for the development/refurbishing of the recreation areas/facilities. In addition, we will also verify the expected goals and criteria to be met within each phase of our services. During this review, we shall determine appropriate procedures to promote efficient working relationships and communication among all participants who need to interact with the Project Design Team.

PHASE I PROJECT FAMILIARIZATION

- A. Meet with City staff to review the project scope and discuss all available documentation pertaining to analysis of existing site conditions of the project including topography, drainage, existing vegetation, existing irrigation system, physical limitations, utilities, external influences, and adjacent property relationships.
- B. Review all documentation as provided by the City pertaining to this project, including available "as-builts" (digital format), available current aerial photos, digital format CAD base for each site, and title report. Review federal, state, local codes and standards, which may be applicable to the site development.
- C. Conduct site visit to photograph and review existing site conditions, study opportunities, constraints and adjacent relationships.
- D. Begin utilities identification, research, notification, and coordination, including setup of utility log.
- E. Prepare aerial topographic survey for the project site. Provide base mapping to include one-foot contour intervals, critical above-ground utility improvements, and signage.
- F. Prepare base plan for Conceptual Design phase.

PHASE II COMMUNITY INPUT / CONCEPTUAL DESIGN

Community Input Process (Option 1)

Our process for developing conceptual designs that are supported by the community involves a public community participation workshop process. RJM's success has been founded on our commitment to this community design workshop process. In the event the City deems this technique appropriate, we will provide a specific scope outlining our workshop process and how it serves to develop community consensus and support. Outreach strategies identified will determine the various participants and methods utilized to solicit their contribution during this process.

These outreach measures are planned, conducted and attended to by the Consultant. The City may elect to perform additional measures such as an online questionnaire or phone survey to market and gather auxiliary community input during the workshop process.

Each community workshop includes up to a three-hour session, inclusive, for up to 50 participants. The Consultant will work closely with City staff to organize and further define the approach to be used in this process. City staff will be responsible for the promotion of the workshops, facility, equipment and provision of staff to assist with the workshop. The Consultant will provide staff training on how to work within groups as a scribe and/or facilitate individual groups, as needed. Number of staff needed will be coordinated between the City and the Consultant team no less than two (2) weeks prior to the scheduled workshop.

- A. Community Workshop No. 1 will focus on the existing project site, program elements, opportunities and constraints, likes, dislikes, issues, desired features, ideas and overall vision of the site.
- B. Community Workshop No. 2 will focus on sharing the input received during the first workshop, summarization and prioritization of input, design ideas and the overall vision of the project.

Conceptual Design (Option 2)

A more conventional design approach is the development of conceptual designs based upon input/direction received from City staff. This methodology is outlined below and is an effective, proven system to develop appropriate design solutions unique to the City of Huntington Beach.

- A. Prepare preliminary design plan and cost analysis. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, construction costs, user safety, and maintenance requirements. Final selection of materials, textures, and colors shall occur in this phase.

EXHIBIT "A"

City of Huntington Beach - As Needed Landscape Architectural Services



- B. Meet with City staff to review preliminary design plan and discuss suggested refinements.
- C. Revise preliminary design plan based upon City comments illustrating the proposed improvements.
- D. Identify site furnishings and equipment proposed for the project. Develop 'cut sheets' and product information for project site.
- E. Commence preparation of Preliminary Opinion of Probable Construction Costs based upon the preliminary design plan.
- F. Attend City staff meeting to review conceptual design plan for all proposed project improvements, proposed site furnishings, and Opinion of Probable Construction Costs.
- G. Revise conceptual design plan and Opinion of Probable Construction Costs based upon City comments and direction.
- H. Meet with City to review revised conceptual designs and updated Opinion of Probable Costs.

Public Review / Presentations

- A. Prepare final project report and PowerPoint presentation based on City staff input. The final project report shall include the workshop summaries 1 and 2, project program, master plan, and cost estimate.
- B. Attend project team meetings with City staff. Provide meeting minutes for review and approval by project team.
- C. Prepare for and attend public hearings/meetings including the City's Recreation and Parks Commission and City Council for review/comment and approval of the final project report.

PHASE III CONSTRUCTION DOCUMENTATION

During this phase, the contract documents are prepared setting forth in detail the requirements for the construction of the project. Construction drawings will be submitted at 50% complete for review, revised, re-submitted at 90% complete for review, revised, and finally 100% complete construction drawings will be submitted for City review and approval. A revised cost estimate will also be submitted when necessary. Upon approval of construction drawings, RJM will provide the City with digital files of the approved construction drawings.

EXHIBIT "A"

City of Huntington Beach - As Needed Landscape Architectural Services



The overall project consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost estimates. The plans and specifications will comply with federal, state, and local laws, ordinances and codes provided by the City.

- A. **Landscape and Irrigation Design/Documentation:**
Services during the Construction Document phase consist of preparation of drawings and specifications based on approved conceptual design documents, setting forth in detail the landscape requirements for the project.
- B. **Civil Design Documentation:**
Services during the Construction Document phase consist of preparation of final civil engineering calculations, grading, water, sewer and horizontal control.
- C. **Site Electrical Design Documentation:**
Final drawings and specifications shall be completed at the contract document phase to include electrical power for various site features, site lighting, irrigation controllers, etc.
- D. **Project Manual and Technical Specifications:**
Develop and prepare technical specifications utilizing 'Greenbook' format (standard specifications for public works construction) for all site related work.
- E. **Opinion of Probable Construction Cost:**
Opinion of Probable Construction Cost services during the Construction Document phase consist of advising the City of any adjustments when the construction documents are at approximately 50% and 90% complete, updating of the Conceptual Design phase Statement of Probable Construction Costs of the project.
- F. **Submit plans to the City for approval at 50% and 90% completeness for review.**
- G. **Meet with City staff to review plan check comments.**
- H. **Revise plans per Plan Check comments (2 reviews).**
- I. **Submit final wet-stamped and signed Mylar construction drawing package and a digital set on CD to the City for printing and distribution to prospective bidders.**

EXHIBIT "A"

City of Huntington Beach - As Needed Landscape Architectural Services



PHASE IV BIDDING

The Consultant shall assist the City with the Bidding phase of the project. Questions, clarifications, or conflicts arising out of the bidding process will be resolved by addenda prepared by the Consultant.

- A. Addenda:
Services consist of preparation and distribution of Addenda for improvements as may be required during bidding or negotiation and including supplementary drawings, specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- B. Provide responses to questions from bidders, clarifications or interpretations of the bidding documents, and provide assistance in award of project.

PHASE V CONSTRUCTION OBSERVATION/ADMINISTRATION

The Consultant Design Team shall attend City requested job site meetings based upon appropriate construction period, and will 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.

- A. Pre-construction meeting
- B. Job site meetings
- C. Submittal and shop drawing review
- D. Project close-out

EXHIBIT B

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT "B"

City of Huntington Beach • As-Needed Landscape Architectural Services



Hourly Rates

a. Schedule of Hourly Rates

CONSULTANTS' HOURLY RATES

The client agrees to pay Consultant as compensation for all authorized work included in the scope of work heretofore stated, at the hourly 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
Irrigation Designer	\$ 95 - \$105 per hour
Word Processor	\$ 75 per hour

civTEC

Principal	\$175 per hour
Project Manager	\$140 per hour
Project Surveyor	\$120 per hour
Draftperson	\$75 per hour
Project Assistant	\$60 per hour
2-Man Survey Crew	\$230 per hour
3-Man Survey Crew	\$280 per hour

PAGE - ADVANCED WATER ENGINEERING

Principal	\$235.00 per hour
Sr. Project Manager/Sr. Consulting Engineer	\$190.00 per hour
Sr. CAD Designer/Sr. GIS Analyst	\$117.00 per hour
Design Engineer	\$115.00 per hour
CAD Designer/GIS Analyst	\$91.00 per hour
Project Coordinator/Administrative Support	\$70.00 per hour

JAMES MICKARTZ ARCHITECTS

Principal	\$210 per hour
Associate Principal	\$185 per hour

FBA ENGINEERING

Principal • Project Director	\$175 per hour
Associate • Project Manager	\$135 per hour
Electrical Designer	\$95 per hour
CAD Designer	\$80 per hour
Technical Typist	\$50 per hour

RPW SERVICES

Arborist	\$175 per hour (4 hour minimum)
----------	---------------------------------

CREATIVE RECREATION SYSTEMS

Playground Safety Inspector	\$100 per hour
-----------------------------	----------------

EXHIBIT "B"

City of Huntington Beach • As-Needed Landscape Architectural Services



Hourly Rates

CREATIVE DESIGN ASSOCIATES

Architect - CASp	\$195 per hour
CASp Project Manager	\$165 per hour
GIS Project Manager/ Senior Technical	\$140 per hour
GIS Analyst/Intermediate Technical	\$130 per hour
Technician 1	\$120 per hour
Technician 2	\$75 - \$100 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, 2018. Provisions for fee escalation pertain to all contract extensions and additional work.

REIMBURSABLE EXPENSES (Estimated Allowance)

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

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

EXHIBIT C



INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

1. Requested by: David Dominguez, Facilities & Development Mgr., Comm. Services
2. Date: 10/24/17
3. Name of contractor/permittee: RJM Design Group.
4. Description of work to be performed: "As needed" landscape architectural services
5. Value and length of contract: Not to exceed \$500,000; 3 Years
6. Waiver/modification request: Additional Insured Endorsement
7. Reason for request and why it should be granted: Not required for architectural services
8. Identify the risks to the City in approving this waiver/modification: N/A

Department Head Signature

10/30/17

Date:

APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

1. Risk Management

☒ Approved ☐ Denied

Signature

10/30/17

Date

2. City Attorney's Office

☒ Approved ☐ Denied

Signature

Date

3. City Manager's Office

☐ Approved ☐ Denied

Signature

Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Human Resources



RJMDSEI-01

LYNNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com
INSURED RJM Design Group, Inc. 31591 Camino Capistrano San Juan Capistrano, CA 92675	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: Arch Insurance Company NAIC # 11150 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PSB0007263	09/30/2017 09/30/2018 EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Deductible \$ 0 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> No Co. Owned Autos			PSA0002413	09/30/2017 09/30/2018 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0003628	09/30/2017 09/30/2018 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	X	PSW0004066	09/30/2017 09/30/2018 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof Liab/Clims Made			PAAEP0031100	10/01/2017 10/01/2018 Per Claim 2,000,000
B	Ded.: \$25k Per Claim			PAAEP0031100	10/01/2017 10/01/2018 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All Operations

City of Huntington Beach, Its elected or appointed officials, officers and employees are Additional insureds with respect to General Liability per the attached endorsements as required by written contract. Waiver of Subrogation applies to Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

APPROVED AS TO FORM
BY:
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach Attn: Risk Management 2000 Main Street Huntington Beach, CA 92648	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Named Insured: RJM Design Group, Inc.
Policy Number: PSB0007263

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to: **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement, or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: RJM Design Group, Inc.
Policy Number: PSW0004066

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

ATTACHMENT #3

Prospective Bidders for Project Landscape Architectural Services-Community Services (2017-06018)

Issued on 06/01/2017

Bid Due on July 6, 2017 4:00 PM (Pacific)

Exported on 10/09/2017

Company Name	Address	City	State	ZipCode	Contact Name
AGC Plan Room	4355 Ruffin Road, Suite 013	San Diego	CA	92123	Jessica
Alta Planning + Design	617 W 7th St Ste 505	Los Angeles	CA	90017	Brett Hondorp
Aquatic Design Group	2226 Faraday Avenue	Carlsbad	CA	92008	Scott Palmer
BMLA, Inc.	310 N Joy St	Corona	CA	92879	Michelle Volonte
CASC Engineering and Consulting	1470 E. Cooley Drive	Colton	CA	92324	Amy Amavizca
Coastal SAGE Landscape Architecture	936 Bluejack Rd, Studio 102	Encinitas	CA	92024	Joy Lyndes
Community Works Design Group	4649 Brockton Avenue	Riverside	CA	92506	Scott Rice
ConstructConnect	3825 Edwards Road, Suite 800	Cincinnati	OH	45209	Cheryl Sullivan
Construction Bid Source	6265 HWY 9	Felton	CA	95018	Dan
David Evans and Associates, Inc.	4200 Concourses, Suite 200	Ontario	CA	91764	Maria Marzoeke
David Volz Design Landscape Architects, Inc.	151 Kalmus Drive, M8	Costa Mesa	CA	92626	DVD
Dougherty + Dougherty Architects, LLP	3194 D Airport Loop Drive	Costa Mesa	CA	92626	Melissa Mickie
envirobidnet.com	24123 Peachland	Port Charlotte	FL	33954	John Falcone
Estrada Land Planning, Inc.	225 Broadway, Suite 1160	San Diego	CA	92101	Vicki Estrada
Firma Design Group	418 B St. Third Floor	Santa Rosa	CA	95401	Ric Hendricks
FORMA Design, Inc.	3050 Pullman Street	Costa Mesa	CA	92626	Carol MacFarlane
HAI Hirsch & Associates, Inc.	2221 E. Winston Road, Suite A	Anaheim	CA	92806	Chuck Foley
Herrmann Design Group	77899 Wolf Road, Suite 102	Palm Desert	CA	92211	Chris Herrmann
ICG, Inc.	4195 Chino Hills Pkwy., #222	Chino Hills	CA	91709	Jeff Scott
IMS	945 Hornblend Street, Suite G	San Diego	CA	92109	SoCA RM
Infrastructure Engineers	3060 Saturn Street	Brea	CA	92821	Cheryl Brown
Integrated Benefit Services	10620 Southern Highlands Pkwy, #110-416	Las Vegas	NV	89141	Cynthia Adams
KTU+A	3916 Normal Street	San Diego	CA	92103	Sharon Singleton
Land Images	6605 Hollywood Blvd, Ste 210	Los Angeles	CA	90028	Scott Van Sooy
Little Diversified Architectural Consulting, Inc.	1300 Dove Street, Suite 100	Newport Beach	CA	92660	Michael Ledbetter
Lynn Capouya, Inc.	17992 Mitchell South, Suite 110	Irvine	CA	92614	Lynn Capouya
MCE Corporation	6515 Trinity Ct	Dublin	CA	94568	Jeff Core
Megt Architerra	445 Santa Ana Ave	Newport Beach	CA	92663	marjaneh afkhami
Merrill Morris Partners	249 Front Street	San Francisco	CA	94111	Sharon Morris
Metropolitan research and economics	1831 Stanford, 117	Santa Monica	CA	90404	David Bergman
Michael Baker International, Inc.	9755 Clairemont Mesa Blvd.	San Diego	CA	92124	Debi Bright
MIG	800 Hearst Avenue	Berkeley	CA	94710	Serena Sidmore
Monica Simpson A Landscape Architect Corp.	305 N Coast Hwy, Ste T	Laguna Beach	CA	92651	Monica Simpson
NUVIS	3151 Airway Avenue suite J3	Costa Mesa	CA	92626	Alicia Taylor
Onvia	509 Olive Way	Seattle	WA	98101	Source Management
Owen Group, Inc.	811 Wilshire Boulevard, Suite 1050	Los Angeles	CA	90017	Laura Franco
PlaceWorks	3 MacArthur Place, Suite 1100	Santa Ana	CA	92707	Pamela Fahy
Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	Bid Clerk
Reliable Supply, Inc.	PO Box 40444	Grand Junction	CO	81504	Lovely Banquil

Prospective Bidders for Project Landscape Architectural Services-Community Services (2017-0601B)
 Issued on 06/01/2017
 Bid Due on July 6, 2017 4:00 PM (Pacific)
 Exported on 10/09/2017

Company Name	Address	City	State	ZipCode	Contact Name
Rios Clementi Hale Studios, inc.	639 N Larchmont Blvd, Ste 100	Los Angeles	CA	90004	Katie Driscoll
RJM Design Group, Inc.	31591 Camino Capistrano	San Juan Capistrano	CA	92675	Kristen Schnell
RMA International	315 3rd Street, Suite N	Huntington Beach	CA	92648	Robert McMahon
RRM Design Group	3765 S. Higuera Suite 102	San Luis Obispo	CA	93401	Annie Wessels
Schmidt Design Group, Inc.	1111 6th Avenue, Suite 500	San Diego	CA	92101	Richie Yu
SHA, Inc.	480 N. Indian Hill Blvd., Suite 1D	Claremont	CA	91711	ScottHorsley
Simply Social	5636 25th Street	Sacramento	CA	95822	Trish Porter
Spurlock Landscape Architects	2122 Hancock Street	San Diego	CA	92110	Emily Dowgiallo
The Blue Book	800 East Main Street	Jefferson Valley	NY	10535	TJ Downey
Troller Mayer Associates, Inc.	1403 Kenneth Road, Suite B	Glendale	CA	91201-1421	John Massoud
V2C Group Inc	3410 La Sierra Avenue	Riverside	CA	92503	Anthony Mendoza
Willdan Engineering	2401 E Katella Avenue, Suite 450	Anaheim	CA	92806	Tiryn Keller

HB -235-

Item 14. - 57

Prospective Bidders for Project Landscape Architectural Services-Community Services (2017-0601B)
 Issued on 06/01/2017
 Bid Due on July 6, 2017 4:00 PM (Pacific)
 Exported on 10/09/2017

Company Name	Fax	Email	Bidder Status	Non-plan
AGC Plan Room		planroom@agcsd.org	Non-Bidder, receive communications	
Alta Planning + Design		californiabids@altaplanning.com	Bidder	
Aquatic Design Group		spalmer@aquaticdesigngroup.com	Bidder	
BMLA, Inc.		michelle@bmla.net	Bidder	
CASC Engineering and Consulting	909-783-0108	aarnavizca@cascinc.com	Bidder	
Coastal SAGE Landscape Architecture		jlyndes@coastal-sage.com	Bidder	
Community Works Design Group		scott@comworksdg.com	Bidder	
ConstructConnect	866-570-8187	content@constructconnect.com	Bidder	
Construction Bid Source		dgibson@constructionbidsource.com	Bidder	
David Evans and Associates, Inc.		mlm@deainc.com	Non-Bidder, receive communications	
David Volz Design Landscape Architects, Inc.		marketing@dvolzdesign.com	Bidder	
Dougherty + Dougherty Architects, LLP		melissam@ddarchitects.com	Bidder	
envirobidnet.com		sayres628@gmail.com	Bidder	
Estrada Land Planning, Inc.		lfoland@estradalandplan.com	Bidder	
Firma Design Group		ric@firmadesigngroup.com	Bidder	
FORMA Design, Inc.	714-673-6299	info@formacompanies.com	Bidder	
HAI Hirsch & Associates, Inc.		chuck@hallandarch.com	Bidder	
Hermann Design Group		chris@hdg-inc.com	Bidder	
ICG, Inc.	909-203-7995	jscott@icg-inc.org	Bidder	
IMS		ca3@imsinfo.com	Bidder	
Infrastructure Engineers		cbrown@infrastructure-engineers.com	Bidder	
Integrated Benefit Services	702-897-2124	cadams@integratedbenefitservices.com	Bidder	
KTU+A		sharon@ktua.com	Bidder	
Land Images		svansoooy@landimages.net	Bidder	
Little Diversified Architectural Consulting, Inc.	949-698-1433	michael.ledbetter@littleonline.com	Bidder	
Lynn Capouya, Inc.	949-756-1635	lynn@lcapouya.com	Bidder	
MCE Corporation		jcore@mce-corp.com	Bidder	
Megt Architerra		megtarc@gmail.com	Bidder	
Merrill Morris Partners		smorris@merrill-morris.com	Bidder	
Metropolitan research and economics		david.bergman@mrpluse.com	Bidder	
Michael Baker International, Inc.	858-614-5001	leads@mbakerintl.com	Bidder	
MIG	510-845-8750	marketing.mig@gmail.com	Bidder	
Monica Simpson A Landscape Architect Corp.		msimpsonasla@aol.com	Bidder	
NUVIS		ataylor@nuvis.net	Bidder	
Onvia		sourcegmt@onvia.net	Bidder	
Owen Group, Inc.	213-873-4790	lfranco@owengroup.com	Bidder	
PlaceWorks	714-966-9221	pfahy@placeworks.com	Bidder	
Prime Vendor Inc.	800-746-8307	shanti@prime-vendor.com	Bidder	
Reliable Supply, Inc.		lovely@reliable-supply.com	Bidder	

Prospective Bidders for Project Landscape Architectural Services-Community Services (2017-0601B)
 Issued on 06/01/2017
 Bid Due on July 6, 2017 4:00 PM (Pacific)
 Exported on 10/09/2017

Company Name	Fax	Email	Bidder Status	Non-
Rios Clementi Hale Studios, Inc.		kdriscoll@rchstudios.com	Bidder	
RJM Design Group, Inc.	949-493-2690	kristen@rjmdesigngroup.com	Bidder	
RMA International		rmalandscape@gmail.com	Bidder	
RRM Design Group	805-543-4609	info@rrmdesign.com	Bidder	
Schmidt Design Group, Inc.	619-236-8792	ryu@schmidt-design.com	Bidder	
SHA, Inc.	909-833-7890	shorsley@sha-design.com	Bidder	
Simply Social		trishporter@simplysocialsacramento.com	Non-Bidder, receive communications	sub
Spurlock Landscape Architects		edowgiallo@spurlock-land.com	Bidder	
The Blue Book		tdowney@thebluebook.com	Non-Bidder, no communications	plan
Troller Mayer Associates, Inc.		jmassoud@trollermayer.com	Bidder	
V2C Group Inc		visions_v2c@yahoo.com	Bidder	
Willdan Engineering	714-978-8299	rfps@willdan.com	Bidder	

HB-237-

Item 14. - 59

Transmittal

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

Community Inspired Spaces



To David C. Dominguez
Dept. Community Services Dept.
Company City of Huntington Beach
Address/Fax# 2000 Main St.
Huntington Beach, CA 92648
Subject Agreement for Professional Design/Landscape Architecture Services

Project # 873.00
Date 11/9/17

Transmitted	Via	Reason
<input checked="" type="checkbox"/> Herewith	<input type="checkbox"/> Crisp Imaging	<input checked="" type="checkbox"/> At Your Request
<input type="checkbox"/> Under Separate Cover	<input type="checkbox"/> FedEx/UPS	<input type="checkbox"/> For Your Approval
	<input type="checkbox"/> Facsimile	<input type="checkbox"/> For Your Review
	<input checked="" type="checkbox"/> Hand Deliver	<input checked="" type="checkbox"/> For Your Action
		<input type="checkbox"/> For Your Files
		<input type="checkbox"/> For Your Info

# of Copies/Pgs	Description
1	Professional Services Contract for As-Needed Professional Design/ Landscape Architectural Services

Comments

David:

Enclosed is a signed Professional Services Contract for As-Needed Professional Design/
Landscape Architectural Services.

Upon final execution of the Agreement, please return a copy to our office for our
records.

We appreciate this opportunity to work with the City of Huntington Beach!

CC

By Anita Weaver



City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648

(714) 536-5227 ♦ www.huntingtonbeachca.gov

Office of the City Clerk

Robin Estanislau, City Clerk

November 30, 2017

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

Dear Mr. Ryan:

Enclosed is a copy of the fully executed "Professional Services Contract Between the City of Huntington Beach and RJM Design Group, Inc. for As-Needed Professional Design/Landscape Architectural Services."

Sincerely,

Robin Estanislau, CMC
City Clerk

RE:ds

Enclosure