

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for server and PBX system building design services (“Agreement”) is made and entered in this 18th day of June, 2013 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and Bonney Architects (“Consultant”). City and Consultant are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide server and PBX system building design services for City (the “Services”).
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit “A,” entitled “Scope of Services,” which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of the Services, including compliance with any applicable laws of the California Labor Code relating to prevailing wages.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Chris Diggs, Deputy Municipal Utilities and Engineering Director, as City’s representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City’s policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall complete the Services in a prompt and diligent manner within one hundred days (100) calendar days from and after the date of City’s issuance to Consultant of a written Notice to Proceed.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant’s performance of the Services shall not exceed the amount of Sixty Thousand dollars (\$60,000.00) and shall be based upon the hourly rates shown in Exhibit “B,” entitled “Rate Schedule,” which is attached hereto and incorporated herein by this reference. Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant’s invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant’s invoice.
- 5.1 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

<u>City</u> Chris Diggs Deputy MUED Director Municipal Utilities and Engineering Department City of Redlands 35 Cajon Street, Suite 15A PO Box 3005 (mailing) Redlands, CA 92373	<u>Consultant</u> Geoffrey Bonney, AIA Principal Bonney Architects 300 East State Street Redlands, CA 92373
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When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.2.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Consultant shall secure and maintain Workers’ Compensation and Employer’s Liability insurance in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit “C,” entitled “Workers’ Compensation Insurance Certification,” which is attached hereto and incorporated herein by this reference.
- 6.3 Consultant shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property

damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

- 6.4 Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.5 Consultant shall secure and maintain business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make or participate in:
- (i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorization or entitlements;
 - (iii) authoring City to enter into, modify or renew a contract;
 - (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) granting City approval to a plan, design, report, study or similar item;
 - (vi) adopting, or granting City approval of policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of interest Code under Government Code section 87302.

7.3 In the event City officially determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, State of Economic Interests with the City Clerks' office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.

8.3 Project related documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.

8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.5 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City; provided, however this Agreement may be terminated by City, in its sole discretion, by providing thirty (30) days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for

anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorizes representative of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

BONNEY ARCHITECTS

By: _____
Pete Aguilar, Mayor

By: _____
Geoffrey Bonney, Principal

ATTEST:

Sam Irwin, City Clerk

Exhibit “A”

Scope of Services

With over 25 years of experience, Consultant is familiar with the variety of relationships that occur between the design team, the project managers, and the end users in this type of work. In facilities built and often operated with public funds, we must pay attention to the durability of the design and energy consumption. It is not just about being “green”; it is also about fiscal responsibility. This challenge is becoming more common in both public and private sector projects. The recent slowdown in the economy has not had as much of an impact on the rising price of construction materials as most people think. To help address this, color and natural light have become key design elements to save money. With so many people flowing in and out of public facilities on a daily basis, the high traffic areas have more than the usual amount of exposure to wear and tear. By mixing colors, textures, and different types of sturdy materials in a space, we can create a durable environment without feeling “institutional”.

The coordination and checking of the design and construction documents is done as a team effort. At each phase of the design process, drawings are collected from the engineers and other consultants for coordination and checking. Consultant will perform the majority of the checking, with sub-consultants cross checking for the impact of other trades on their work. Checklists that Consultant has developed over the years are utilized during the quality control process to facilitate a complete review.

Although most projects are unique, the overall approach and process is the same. For each job the approach is refined to meet its size and complexity. The effective approach to the design process involves gathering information and setting priorities early, and then creating and refining the design by applying ever-increasing levels of detail in each phase. Both timely decision making and communication are keys to an efficient process. A project may fall behind schedule if decisions that should have been made in the conceptual or preliminary design phase are made later on, or if decisions made in an earlier phase are changed late in the process. The plan is to analyze the project and study various solutions of large-scale issues such as building size, site development, construction materials, and space planning at a time when the level of detail on the drawings is simple. Below is an outline of the services Consultant will provide on this project.

ARCHITECTURAL TECHNICAL APPROACH

As the prime contract holder and architect of record, Consultant will take the lead in developing the concrete block building to house all the data center and PBX equipment as well as mitigating any site issues that may come up during design phases. Consultant will prepare all building elevations, finishes, coordinate with structural engineering, and handle all other key architectural components needed to develop a sound set of plans for the building itself.

Additionally, Consultant will be responsible as prime for the project to manage all the sub-disciplines and be the main point of contact for City over the course of this project.

Projects phases as defined in the RFP will be managed and directed by Consultant. These include:

- Preliminary Design
 - Kickoff Meeting and Progress Meetings
 - Basis of Preliminary Design
- Final Design
 - Construction Drawings, Specifications, and Engineers Estimate
 - Design Review Meetings (60,90,100%)
 - Final Construction Documents
 - Record Drawings
- Bidding Period Services
 - Pre-Bid Meeting
 - Miscellaneous Services During Bid Phase
- Construction Phase Services
 - Review Shop Drawings
 - Contractor Requests for Information (RFI's)

TECHNICAL APPROACH

Design Objective: The scope for this project is to design a new server building and data center located at the City's Corporation Yard that will house the City's IT equipment, the Police Department's backup servers and new PBX system. The new building will match the adjacent building at the Corporation Yard and meet appropriate building codes for an essential facility. The design will encompass electrical and UPS systems for a redundant N+1 or 2N UPS and electrical distribution configuration, along with the mechanical work to support an N+1 HVAC configuration. A new emergency generator will be designed as part of the requirements for an essential facility. Consideration will be provided for redundant HVAC systems, new CRAC units, and/or new in-row cooling. All engineering calculations required to support the new electrical and mechanical system design will be provided as part of the design process. This project will be divided into:

1. Investigation/Preliminary Design Phase
2. Final Design Phase
3. Bidding Support Phase
4. Construction Phase

Investigation/Preliminary Design Phase: Consultant will schedule and attend an initial/kickoff meeting with the City to introduce project team members, formalize project communication, discuss project schedule, review scope of work, and request available data, reports, documents, and plans from the City that are relevant to the Project. A thorough review will be conducted of the site conditions and compared to any existing drawings that are available. Recommendations will be provided regarding the size of UPS required to support all of the relocated and new Data Center loads plus adequate space for future growth. Thermal load calculations will be done within Energy Pro for the space to determine the current HVAC needs, as well as any future long term expansion that maybe done for the space. We will review the layout of the HVAC system and provide preliminary layouts and recommendations for various cooling methods such as Hot or Cold aisle containment and in-row cooling. With the input and direction from the City,

schematic design drawings and ROM cost estimates will be provided prior to the transition to the Final design phase portion of the project.

Design Phase: At the onset of the design phase, Consultant will, in conjunction with City representatives, develop a specific design plan based on the scope criteria presented to us and our findings during the investigation phase. The following is a brief description of some of the proposed MEP systems that will be design to support the new data center:

Preliminary Sequence of Operations – Automatic Transfer to Emergency Power

1. Upon loss of power, the UPS shall supply AC power to the critical load without any interruption or switching.
2. An automatic transfer switch (ATS) will monitor for a utility failure. Upon sensing a utility failure, ATS will send a signal to the generator to start.
3. Once the generator is up to rated voltage and frequency, the critical load will be transferred from UPS to Generator (within approx. 10 sec. of loss of normal power)
4. Power is provided by generator for up to 24 hrs.
5. The automatic transfer switch will continue to monitor for a utility return.
6. After sensing return of utility power source to normal operating parameters, and after a user defined time delay to assure that the utility power source is stable, power is transferred back to normal (utility) supply.

UPS System: A new N+1 or 2N UPS system will be designed to support all relocated, new and future critical IT loads. The type of UPS system will be coordinated with the City, whether it is a double conversion UPS providing optimum power conditioning, or an energy saving offline type, providing the most energy savings. Prior to selecting a specific UPS system, a report will be provided to compare the performance, cost and size of several different UPS systems and technologies, with recommendations for a UPS system that most fits the City's needs. The UPS system will be capable of carrying the full rated load for a minimum of 15 minutes upon loss of power, but could run longer depending on actual load. In addition to providing critical back up power, the UPS will provide power conditioning such as frequency regulation, which is considered necessary for the reliable operation of IT equipment. It is recommended that the selected UPS be a modularized type system giving it the availability to grow with new added mission critical loads. Batteries will be of the AGM VRLA type with minimum 15 minute runtime allowing plenty of time for the emergency generator system to become online.

Emergency Generator: A new generator will be designed for emergency power to support building critical, non-critical, and life safety loads. The new generator will be properly sized in conjunction with the new building demand loads and the new critical loads along with mechanical cooling systems and life safety systems, and will be sized for adequate future capacity. Adequate fuel supply for design run times will be calculated and system adjusted accordingly. All building loads including the data center cooling will be backed up by the generator.

Low Voltage Systems: Security, EMS, cameras, integrated communications, telephone, PA and card access systems to the server room and entire site will be shown where appropriate and coordinated with the City. Integration with an existing EMS system can be provided.

HVAC System: A new, redundant HVAC systems will be designed to perform efficiently down to 20% of load capacity. This system will be configured into an N+1 redundant configuration. In-row cooling will be compared to CRAC units to determine the best option for the space in terms of cost and efficiency to provide the most benefit compared to dollars spent. Unit selections will be based on loads done during the investigation phase and after review of all loads with Data Center staff to ensure accurate equipment selection. All controls will be designed as part of the HVAC package.

Fire Suppression: Fire suppression strategies will be incorporated based on the best direction for the City. Due to the use of the building as a Data Center, a typical wet system is not applicable in this situation. Therefore, dry systems will be evaluated and added as required to meet the needs of the Data Center.

CIVIL ENGINEERING TECHNICAL APPROACH

Research – Consultant’s surveyors, HKS, will complete research of City provided information and ask for clarification in regards to discrepancies or missing information.

Field Work – HKA surveyors will meet with City staff in the field before starting work. HKA will establish vertical and horizontal control in a spot convenient for the design mapping and construction staking. HKA will provide a two man crew with appropriate equipment, safety apparel, truck, insurance and materials to obtain the locations and elevations of these items: roads and existing improvements (edge of pavement, curb and gutter, sidewalk, light pole, signs, striping, parking spaces, etc.), observed surface utilities

Base Map - HKA will use the record document and field survey to complete a base map of project area at a scale of 1”=40’ from survey in a City-approved format with City-approved Auto CAD layer names, colors, and line types. The base map will include the following in the project limits:

- boundary lines
- easements
- Roads and existing improvements (edge of pavement, curb and gutter, sidewalk, light pole, signs, striping, parking spaces, etc.)
- Utilities mapped from records provided by City and surface utilities observed
- Contour lines (1/2 foot)

QA/QC – Licensed surveyor and engineer familiar with the site will review the drawing and DTM before sending the items to you.

Topographic Survey and Base Map for server and data center building on the City Corporation Yards in the northeast corner of Kansas Street and Park Avenue.

Project Limits: 100 feet +/- in each direction from the proposed layout of the building as shown in the City’s RFP.

FINAL DESIGN

Consultant will prepare a bid package of construction plans, specifications, and a probable construction cost. Consultant will incorporate into Consultant's plans and specifications the plans and specifications from the City's PBX and server consultants. Construction plans will be prepared with AutoCAD 2009 software, but may be saved in any version desired by the City. Specifications will be in Microsoft Word, using a modified CSI format similar to the City's standard specifications. Submittals will be made at the 60%, 90%, and 100% and final stages.

Drawings will reference the City's design criteria and standard drawings. Consultant will reference standard construction drawings (Greenbook and others) whenever possible.

Consultant will design and size the new facilities in such way that equipment and piping appurtenances are easily accessible for maintenance. These facilities shall be efficient and economical. Consultant will develop a construction bid package incorporating the City's standard bid forms, General Provisions, and to the extent applicable, the City's standard plans, details and technical specifications. As necessary and applicable, Consultant will adopt the Standard Plans and Specifications for Public Work Construction (i.e., the "Green Book") or other standards. Consultant would also develop Special Provisions, Technical Specifications (CSI format) for equipment not covered in Green Book, and an engineer's estimate of construction costs as part of the final design work.

Construction Plans and Designs

Consultant will prepare detailed construction drawings for the water treatment improvements project as a single construction project. Each plan sheet would be on City's standard 22-inch x 34-inch sheet. The final AutoCAD and PDR electronic files would be submitted to the City.

Technical Specifications

City shall supply any available City-specific front-end documents and construction specifications necessary. Consultant will prepare specifications for specialized items such as equipment and any other front end and technical specifications that the City does not provide.

Engineer's Construction Cost Estimate

Consultant will prepare an itemized construction cost estimate for the facilities along with all other appurtenant costs. Consultant will update the construction cost estimate after each submittal to account for design updates.

Final Design Deliverables

Consultant will provide final design deliverables. Prior to providing submittals to the City, Consultant construction management team will perform constructability reviews at 90% design. Submittals will be provided as described below.

- Submit eight (8) copies of the first (60%) submittal. Plans for the first submittal will show basic concepts of each major component of the design such as civil, structural,

mechanical, electrical and instrumentation. The first submittal will include the first draft of the technical specifications.

- Submit ten (10) copies of the second (90%) submittal. Plans for the second submittal will clearly show concepts of each component of the design such as civil, structural, mechanical, electrical, and instrumentation. The second submittal will include all sections of the technical specifications.
- Shortly after receiving comments from City from our 90% submittals, Consultant will make the 100% submittal.

Thereafter, Consultant will submit stamped and signed reproducible plans on bond, and original signed specifications for City reproduction, assembly and bidding. Finally, Mylar As-Built drawings will be prepared and will be resigned by Consultant and the City. Consultant will assist City in distributing the bidding documents.

Consultant will conduct/attend monthly project review meetings with representatives from the City's to discuss design requirements and scheduling. Review comments will also be held following the 60% and 90% submittals. In addition to design review meetings, Consultant will attend a meeting to sign plans and specifications after the plans are approved. Consultant will provide meeting agendas and meeting minutes for each within one week of each meeting date.

Consultant will prepare a bid package of construction plans, specifications, and cost estimate. Construction plans will be prepared with AutoCAD 2009 software, but may be saved in any version desired by the City. Specifications will be in Microsoft Word, using a modified CSI format similar to the City's standard specifications. Submittals will be made at the 60%, 90%, and 100% and final stages.

Exhibit "B"

Rate Schedule

Classification	Billing Rate/Hour
Principal	\$150.00
Architect	\$120.00
Designer	\$100.00
Project Manager	\$100.00
Project Coordinator	\$90.00
Interior Designer	\$90.00
Intern	\$70.00
Project Administration	\$80.00
Secretarial/Support	\$65.00

Sub-consultants are billed at cost plus 10%

Reimbursable expenses are billed at cost plus 10%

Exhibit "C"

**WORKERS' COMPENSATION INSURANCE CERTIFICATION TO PERFORM
PROFESSIONAL SERVICES**

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

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

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

BONNEY ARCHITECTS

By: _____

Geoffrey Bonney

Date: