

## **AGREEMENT FOR SERVICES**

This Agreement is made and entered into this 2<sup>nd</sup> day of August, 2021, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and LRM Associates Inc., (hereinafter referred to as the “**CONSULTANT**”).

### **RECITALS**

WHEREAS, **CITY** requires professional services for the Landscape design for the Old Reservoir Park; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

### **ARTICLE I** **SCOPE OF SERVICES; TERM**

#### 1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Exhibit “A” (the documents contained in Exhibit “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that **CITY** may enter into agreements similar to this Agreement with other consultants.

## 1.2 Term.

The term of this Agreement shall begin on August 2, 2021 and continue until August 2, 2022 or until completion of the work and its final acceptance by the CITY; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

## ARTICLE II RESPONSIBILITIES OF CONSULTANT

### 2.1 Control and Payment of Subordinates.

CITY retains CONSULTANT as an independent contractor and not an employee of CITY. All personnel to be utilized by CONSULTANT in the performance of this Agreement shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

### 2.2 Conformance to Applicable Requirements.

All services provided by CONSULTANT shall be subject to the approval of the CITY.

### 2.3 Standard of Care; Licenses.

All professional services to be provided by CONSULTANT pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. CONSULTANT represents and warrants to CITY that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. CONSULTANT further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

### 2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of CITY for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of CITY, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to CITY at all reasonable times.

### 2.5 Accounting Records.

**CONSULTANT** shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

### **ARTICLE III** **COMPENSATION**

#### **3.1 Compensation.**

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit “B”, and incorporated herein by reference. Total compensation shall not exceed **\$71,135.00**, without written approval of **CITY’S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter “Extra Work”) are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the “Extra Work”.

#### **3.2 Payment of Compensation.**

**CONSULTANT** shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from August 9, 2021, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

#### **3.3 Extra Work.**

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, “Extra Work” means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY’S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of “Extra Work” shall be barred and are unenforceable.

#### **3.4 Amendment of Scope of Work.**

**CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY’S** written authorization for “Extra Work” or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by

way of compensation, restitution, quantum merit, etc. for work done without the appropriate CITY authorization.

### 3.5 Reimbursement for Expenses

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

## **ARTICLE IV** **INSURANCE**

### 4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

### 4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

#### 4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) Commercial General Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

- (b) Auto Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or

claims arising out of the work or operations performed by or on behalf of the Consultant

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

#### 4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

#### 4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

#### 4.10 Failure to Maintain Coverage.

**CONSULTANT** agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

#### 4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

#### 4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S**

Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

#### 4.13 Insurance for Subcontractors.

**CONSULTANT** shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

#### 4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

### ARTICLE V TERMINATION AND INDEMNIFICATION

#### 5.1 Notice of Termination.

**CITY** may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

#### 5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

#### 5.2 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT**

shall be liable to CITY for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by CONSULTANT which, at CITY'S discretion, must be revised, in part or in whole, to complete the Project.

#### 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, CITY may procure, any and all services as may be necessary to complete the Project.

#### 5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by CONSULTANT shall be delivered to the CITY within seven (7) days of CONSULTANT'S receipt of termination notice, and at no additional cost to CITY. Any use of uncompleted documents without specific written authorization from CONSULTANT shall be at CITY's sole risk and without liability or legal expense to CONSULTANT.

#### 5.6 Indemnification and Hold Harmless.

**These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.**

Notwithstanding the existence of insurance coverage required of CONSULTANT pursuant to this contract, CONSULTANT shall save, keep defend, indemnify, hold free and harmless CITY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless CITY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of CONSULTANT, its employees and/or authorized sub-consultants, whether intentional or negligent, in the performance of this Agreement.

## **ARTICLE VI** **GENERAL PROVISIONS**

#### 6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to

the following addresses indicated below:

IF TO CITY: Christopher L. Johansen, P.E.  
ENGINEERING DIVISION  
CITY OF LA HABRA  
110 E. La Habra Blvd.  
La Habra, Ca. 90631

TO CONSULTANT: Bron K. Ruf  
LRM Associates Inc.  
3458 Ocean View Blvd.  
Glendale, CA. 91208  
(818) 248-5200  
Bron@lrmassoc.com

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

#### 6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

#### 6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

#### 6.4 Subcontracts.

**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

#### 6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with

**CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

**CITY** reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a “Statement of Economic Interest” with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person’s financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT’S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

**CONSULTANT** shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained

in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that \_\_\_\_\_'s personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason \_\_\_\_\_ should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

**CITY OF LA HABRA:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
JIM SADRO, CITY MANAGER

\_\_\_\_\_  
CITY ATTORNEY

**ATTEST:**

\_\_\_\_\_  
LAURIE SWINDELL, MMC, CITY CLERK

**LRM ASSOCIATES INC.:**

\_\_\_\_\_  
**Bron K. Ruf**  
**LRM Associates Inc.**

## **EXHIBIT “A”**

### **SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

**Task1-Research, Data collection and Coordination** – (2 Weeks) (Immediately following project award). LRM Associate team will meet with the City Project Manager and staff to review project scope, discuss programming, permit process timing and identify relevant stakeholders. City will provide background material including any survey data, historic plans, as-built drawings and reference material. Determine level of community involvement, schedule staff meetings and community meeting. LRM will conduct a site visit with team to become familiar with existing conditions, develop a site inventory, observe site usage, utilities, current site circulation, site vegetation, topography, views and key site features.

**Task 2- Preliminary Concept plan-** (Weeks 2-4). based on Site Analysis, and feedback from all groups, LRM Associates will develop two preliminary concept plans that focus on creative and integrated site strategies. LRM understands we will be required to attend a community meeting with a minimum of 2hrs to gather feedback from the neighboring community. We will also prepare presentation materials such as power point slides LRM will provide plans to illustrate key concepts of the schematic plans. After presenting the two concepts LRM will gather feedback and finalize the Two concepts The finalized shall submitted to the city Counsel.

**Schematic Design Review-** (Week 4) Meet with staff to review Site Analyses; present schematic plans, sketches, site sections with estimates of probable cost and other work products. City will identify clear direction for Design Team at the conclusion of the meeting.

**Task 3-Construction Documents-** (Weeks 4-6) Once the alternative has been selected LRM will prepare Construction Documents including plans, details and specifications as required for Permitting, Bidding and Construction of the project. We will submit drawings for review at 60%, 90%,100% & Final Design completion..

**Task 3.1-Construction Documents-** (Weeks-2) Develop two sets of construction documents as stand alone bid packages for the two phases of construction. The first set of construction documents shall show the water pump still in operation and second set shall show the remaining improvements to be constructed after the pump station has been removed.

**Task 4-Project management and Coordination-**(4-8 Weeks) Attend up to 3 in person meetings including the kick off meeting and examine project progress and discuss design issues.

**Task 5-Construction Progress Reviewing submittal, Shop drawings, Change Orders, and RFI's during the Construction Phase**



# OLD RESERVOIR PARK

CIVIL, STRUCTURAL, ELECTRICAL ENGINEERING &  
LANDSCAPE ARCHITECTURE SERVICES

May 25<sup>th</sup>, 2021





*LRM Associates, Inc.*

3458 Ocean View Boulevard, Glendale, CA 91208

**Letter of Transmittal**

Proposal valid through August 2021

May 24, 2021

Mr. Joshua Ho, Assistant Civil Engineer

Re: Proposal to provide Landscape Design package for the Old Reservoir Park for the City of La Habra.

Dear Mr. Ho:

LRM Associates, Inc. is pleased to submit our Proposal to provide a Landscape Design Package for the for the Old Reservoir Park.

LRM Associates, Inc., a California corporation, is a full-service landscape architecture firm with over fifty years of experience. We are experts in a variety of areas, but most notably public works projects and Parks throughout Southern California. Our projects range in size from intimate residences to major urban renovation projects and master plans for hundreds of acres. Our experience includes landscape design for parks and recreation facilities, streetscapes and urban spaces, hotels and restaurants, multiple and single-family residences, skate parks, governmental and military projects, signage programs, industrial and business parks, shopping centers, banks, hospitals, libraries, and schools. We provide services for preliminary landscape design, design development, public meetings and workshops, construction documents including specifications, cost estimating, contract administration and construction observation as well as master planning and site planning. The firm's technical services include AUTOCAD, document research and preparation for site analysis, needs assessments, and landscape guidelines.

LRM provides clients with unique and creative long term solutions which address project function, budget, maintenance issues, community needs, and growth. We firmly believe that we can improve, protect, enrich, and enhance the world through the planning and design of a better environment.

We are ready to assist and provide you with a viable cost effective design solution for the unique needs of your park space and the diversity of the two step phasing required for the existing pump house. We are prepared to work with you and your offices attending meetings, community



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3458 Ocean View Boulevard, Glendale, CA 91208

meetings and offering our experience and our knowledge. I have reviewed the terms and conditions in the RFP and Professional Services Agreement and accept those conditions.

I will be your key contact person and I can be reached at our office at:

3458 Ocean View Boulevard  
Glendale, CA. 91208  
(818) 248-5200 Telephone  
bron@lrmassoc.com Email

Very truly yours,

Bron K. Ruf, President  
LRM ASSOCIATES, INC.



*LRM Associates, Inc.*

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## **QUALIFICATIONS AND EXPERIENCE**

<b>FIRM NAME &amp; ADDRESS:</b>	<b>LRM Associates, Inc.</b> 3458 Ocean View Blvd Glendale, California 91208 Tel. (818) 248-5200
<b>YEAR ESTABLISHED:</b>	Originally Founded 1963, Incorporated 1971 and Reincorporated 2019 Under new Ownership
<b>SIZE OF FIRM:</b>	3 people
<b>ORGANIZATIONAL STRUCTURE:</b>	LRM Associates, Inc. is a California Corporation run as a sole proprietorship.
<b>FEDERAL ID NUMBER:</b>	83-3191960
<b>PRINCIPAL IN CHARGE:</b>	Mr. Bron K. Ruf, President California Licensed Landscape Architect #4016
<b>PROJECT CONTACTS:</b>	Bron K. Ruf Landscaping Consultant Bron K. Ruf, Project Manager LRM Associates, Inc. 3458 Ocean View Boulevard Glendale, CA. 91208 Tel. (818) 248-5200 Email bron@lrmassoc.com

**LRM Associates, Inc.** is a full service Landscape Architectural firm with over 50 years experience in all aspects of landscape design. Principal and owner of the firm, Mr. Ruf has been a California Licensed Landscape Architect since 1994.

We have worked with the Cities all over Southern California, especially in Los Angeles & Orange counties. Including the cities of San Dimas, Duarte, Simi Valley, LA County and the Santa Clarita Department of Planning and Economic Development as their Plan Check Review Landscape Architect. We have also prepared design guidelines, landscaping and tree preservation ordinances, and developed signage and identity programs. Our services range from preliminary design and design development, through preparation of construction documents, bidding assistance, and construction management.

We have a proven track record of working with government agencies in an efficient, timely and reliable manner.



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Our recent Park work includes projects such as the Campus Master Landscape Architect for College of the Canyons, La Bonita Park City of la Habra, Pioneer Park City of Tehachapi, Vincent Lugo Park with the City of San Gabriel where we worked with the Rivers & Mountains Conservancy and The Emerald Necklace Group, Cesar Chavez Park in South Gate, Glasgow Linier park in the City of Hawthorn, East Village Park City of Oxnard. City Hall Renovation in Rosemead and Barstow, Library Garden in Bellflower, Lomita, Sorenson, La Crescenta, and Monrovia Libraries, Friendship Square in the City of Bellflower, and the Moorpark Street Improvement projects in Moorpark, downtown beautification and Kersting Court in Sierra Madre.

LRM provides clients with unique and creative long-term solutions, which address not only issues of aesthetics and functionality, but also long and short term budgetary constraints, maintenance issues, and social concerns, such as physical accessibility and cultural diversity.

### **Understanding & Approach**

We have a clear understanding of the nature of the potential project ahead of us. We have worked on very similar Park projects though out Southern California. We have a proven track record with which we reach our milestones on time and within the budget. The design team of LRM Associates, and the subconsultants shall work in coordination with the City of La Habra to develop this project which we will be utilizing the appropriate consultants as needed.

The final Construction Documents will address the enhancement of this individual site and the unique phasing where we will be providing two sets of Construction plans. One set providing plan showing the pump house in place and the other reflecting the pump house removed. In the interest of protecting and conserving resources, LRM will also evaluate opportunities to integrate sustainable design opportunities and provide a model for other cities to follow.

Maintaining a clear communication line between the city and our consultants is crucial in keeping the project to come in on time. We have the personal and experience to achieve each milestone on time. We have a great understanding of costs from previous similar projects that keep us up to date on the latest costs, fees and quantities in relation to each task.

The LRM Design Team's work will involve close coordination with the City to develop the design, produce construction documents, and perform construction observation. Work, at minimum, will include:

- Perform Site Investigation
- Formulate Analysis based on any existing Preliminary, Construction Plans, and Site Investigation
- Present Analysis to City Staff; Identify Goals and Objectives, potential opportunities.
- Employ Design Strategies to Fulfill Goals
- Meet with Community and City Staff to Articulate Goals and Present Design Solutions

- Develop Concise Construction Documents for the Plan
- Provide Construction Administration for Quality Control of Design

**Tentative Timeline & Scope:**

**Task1-Research, Data collection and Coordination** – (2 Weeks) (Immediately following project award). LRM Associate team will meet with the City Project Manager and staff to review project scope, discuss programming, permit process timing and identify relevant stakeholders. City will provide background material including any survey data, historic plans, as-built drawings and reference material. Determine level of community involvement, schedule staff meetings and community meeting. LRM will conduct a site visit with team to become familiar with existing conditions, develop a site inventory, observe site usage, utilities, current site circulation, site vegetation, topography, views and key site features.

**Task 2- Preliminary Concept plan-** (Weeks 2-4). based on Site Analysis, and feedback from all groups, LRM Associates will develop two preliminary concept plans that focus on creative and integrated site strategies. LRM understands we will be required to attend a community meeting with a minimum of 2hrs to gather feedback from the neighboring community. We will also prepare presentation materials such as power point slides LRM will provide plans to illustrate key concepts of the schematic plans. After presenting the two concepts LRM will gather feedback and finalize the Two concepts The finalized shall submitted to the city Counsel.

**Schematic Design Review**– (Week 4) Meet with staff to review Site Analyses; present schematic plans, sketches, site sections with estimates of probable cost and other work products. City will identify clear direction for Design Team at the conclusion of the meeting.

**Task 3-Construction Documents-** (Weeks 4-6) Once the alternative has been selected LRM will prepare Construction Documents including plans, details and specifications as required for Permitting, Bidding and Construction of the project. We will submit drawings for review at 60%, 90%,100% & Final Design completion..

**Task 3.1-Construction Documents-** (Weeks-2) Develop two sets of construction documents as stand alone bid packages for the two phases of construction. The first set of construction documents shall show the water pump still in operation and second set shall show the remaining improvements to be constructed after the pump station has been removed.

**Task 4-Project management and Coordination**-(4-8 Weeks) Attend up to 3 in person meetings including the kick off meeting and examine project progress and discuss design issues.

**Task 5-Construction Progress Reviewing submittal, Shop drawings, Change Orders, and RFI's during the Construction Phase**

**Litigation Contract history**

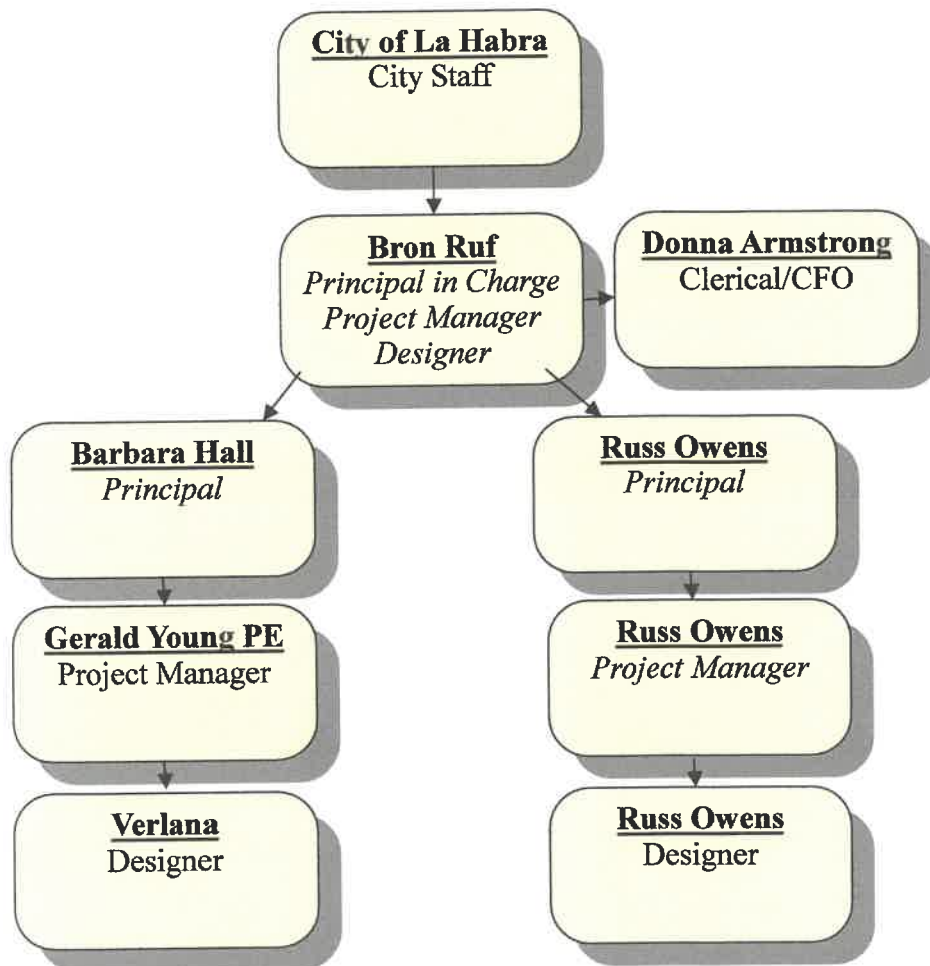
LRM is in good standing without any kind of litigation or Negative Contract History.



**Availability**

Bron Ruf is immediately available to assist the City Staff with on-call consulting services. We may be contacted from 9 AM to 5 PM Monday through Friday at (818) 248-5200 or by email at bron@lrmassoc.com.

**Organization Chart**



## **LRM Associates, Inc., Employee List and Duties:**

- Bron Ruf, President. Bron will serve as Project Manager and contact between the City and the LRM team. LRM will provide all of the Landscape Architectural Services including and not limited to: Conceptual Plans, Community Meetings and presentations, Construction Documents (Demolition, Construction, Irrigation, and Planting Plans and all applicable Details, Estimates during all phase, Specifications and Construction Administration Periodic site visits during the construction as listed in the RFP. Review of all Change order's, submittals, RFI's and provide 'As-Built's' as needed from the record drawings.
- B. Hall shall provide all structural, civil and hydrology plans and specification, Cost Estimation as needed and Construction Administration and review of all structural, civil submittals, RFI's and provide 'As Built's from the record drawings as needed.
- West Coast Design Group will provide all electrical plans as needed. Construction Administration and review of all Electrical submittals, RFI's and provide 'As Builds' from the record drawings.

## **Qualification and Resumes**

LRM Associates, Inc. has a long and successful history of performing the types of services specified in the Proposal. The years of individual experience Bron Ruf brings to this project will provide a clear and effective process that will work in complete coordination with the City of La Habra.

### **BRON RUF, President, Project Manager, Prime**

Bron K. Ruf, President of LRM, joined the firm in 1988 and has served as project manager for numerous projects. Bron is skilled in all phases of project implementation, from planning and schematic design through construction documents to site observation. He is a licensed Landscape Architect in the State of California.

Bron's expertise has been beneficial to many projects since he is a very articulate person who is able to see the "big picture". He is able to ensure the project stays on track while attending to the "smaller picture" details along the way to make certain all the components of a project will meld together. Bron understands the importance of teamwork and has striven to incorporate the philosophy of teamwork into his professional career.

**Education:** Bachelor of Science, Landscape Architecture



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California State Polytechnic University, Pomona, CA - 1989

**Registration:** California Licensed Landscape Architect # 4016

**Professional Experience:** Senior Associate, Lawrence R. Moss & Associates, Inc.,  
1988-2018  
Principal, L RM Associates, Inc.,  
2019-Present

**Selected Projects:**

- College of the Canyons, High Tech Center, University Center, Sierra Highway off site campus, Campus Planting Master Plan, Santa Clarita, CA, *Campus Landscape Architect*
- Santa Clarita, Landscape Plan review, Planning Department, Santa Clarita, CA, *City Landscape Architectural Consultant*
- Palmdale Downtown Beautification Project, Palmdale, CA, *Project Manager/Architect*
- Pelona Vista Park, Palmdale, CA, *Project Manager*
- 45th Street Greenbelt, Palmdale, CA, *Project Manager*
- Palmdale Industrial Park, Palmdale, CA, *Project Manager*
- Sierra Highway Greenbelt, Palmdale, CA, *Project Manager*
- Glendale Drought Tolerant Demonstration Garden, Perkins Building and Public Works, Glendale, CA, *Project Manager*
- Acton County Park, Antelope Valley, CA, *Landscape Architect*
- Vincent Lugo Park, San Gabriel, CA, *Project Manager*
- Pioneer Neighborhood Park, Tehachapi, CA, *Project Manager*
- Glasgow Street Park, Hawthorne, CA, *Project Manager*
- Rio Rosales Park, Oxnard, CA, *Project Manager*
- Almansor Park, Alhambra, CA, *Project Manager*
- Cesar Chavez Park, South Gate, CA, *Project Manager*
- Augustus F. Hawkins Park, Los Angeles, CA, *Project Manager*
- Arcadia Police Station, Arcadia, CA, *Project Manager*
- Arcadia Downtown Streetscape, Arcadia, CA, *Project Manager*
- Sierra Madre Downtown Streetscape, Sierra Madre, CA, *Project Manager*
- El Segundo Downtown Specific Plan Improvements, El Segundo, CA, *Project Manager*
- Artesia Boulevard/Inglewood Avenue Streetscape Project, Redondo Beach, CA, *Project Manager*



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### **List of Subconsultants**

**Barbara Hall, P.E.**, 318 Evergreen Avenue, Monrovia CA

*Sub-consultant, Civil & Structural Engineers, Survey & Hydrology(DBE)*

Barbara Hall has over 35 years of professional engineering experience in Southern California, where she is currently the President of Barbara L. Hall, PE, Inc. She has directed and coordinated all aspects of civil engineering services from project inception through to completion. Her typical client base includes commercial, institutional, and public entities. Barbara brings specific project experience with land planning, street improvement design, sewer, water, and storm drain facilities, as well as an all-encompassing approach to construction management and contract administration. Barbara is truly committed to completing the highest quality projects in a timely, cost-effective, and well-coordinated manner while meeting Client expectations and high standards. A key ingredient to her management approach is to develop and maintain effective communication throughout the project duration. Her proven track-record facilitates the necessary knowledge of local standards and processes, imperative for success. She is well versed in all aspects of project financing including formation of benefit assessment districts, reimbursement agreements, and other public funding mechanisms.

**Education:**

Bachelor of Science Degree in Civil Engineering  
Manhattan College, Riverdale, New York 1980  
Tau Beta Pi Honor Fraternity  
Chi Epsilon Honor Fraternity

**Professional Registration and Licenses:**

Registered as a Professional Civil Engineer in the State of California, License Number 42206

**Professional Memberships:**

American Society of Civil Engineers  
American Water Works Association

**Selected Projects:**

- Crescenta Valley Community Regional Park Skate Park Project – La Crescenta, CA County of Los Angeles – Civil Grading, Drainage and Utility Design
- Adventure Park Splash Pad – South Whittier, CA County of Los Angeles – Civil Grading, Drainage & Utility Design
- River Wilderness Park, Azusa, CA – Watershed Conservation Authority -Civil Grading, Drainage & Utility Design including public water and sewer improvements
- Rancho Vista Park, Palmdale, CA, City of Palmdale – Civil Grading, Drainage & Utility Design



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- Vincent Lugo Park, City of San Gabriel, CA – Civil Grading, Drainage & Bridge Structural Design

**Russ Owens, Principle,**

**West Coast Design Group, 383 Bay View Terrace, Costa Mesa, CA. 92627**

*Sub Consultant, Electrical Engineer*

#### **Education**

Saddleback College (1984 – 1988), Economics.

#### **Registrations/Certifications**

- Certified Lighting Management Consultant [CLMC] (1991 - 2000). [Note that at the time of certification there were only 50 such persons throughout the world.]
- Lighting Certified [LC] designer of the National Council on Qualifications for the Lighting Professions [NCQLP] (1998-2006).
- California Licensed Electrical Contractor (1995-2006)

#### **Lighting Industry Professional Organizations**

- 2003 - 2006 Chairman – Recommended Practice (RP-6) Subcommittee, Illuminating Engineering Society of North America (IESNA)
- 2006-2009 Director - Illuminating Engineering Society of North America
- 2000 - 2003 Chairman – Recreational and Sports Lighting Committee - Illuminating Engineering Society of North America (IESNA)
- 2000 - 2003 Regional Vice President and Director – Illuminating Engineering Society of North America (IESNA)
- 1997 - 2000 Chairman – Education; Orange Section of Illuminating Engineering Society of North America (IESNA)

#### **Work Experience**

1994 – Present

President - West Coast Design Group (Electrical and Lighting Engineers) – electrical and lighting consultants to primarily municipal governments and private developers. Also providing expert witness services for lighting design applications. Recognized instructor of exterior lighting design, sports field lighting design and computer aided lighting design throughout the United States.

1979 – 1994                      General Manager - Electrical contractor specializing in outdoor lighting projects and lighting maintenance. Served as chief lighting/electrical engineer for primarily design/construct projects.

**Selected Projects**

**ANAHEIM YMCA ARENA SOCCER FIELDS**

(4) ARENA SOCCER FIELDS, PARKING, WALKWAYS, TOT LOT, SECURITY LIGHTING

**CYPRESS VILLAGE COMMUNITY PARK, CITY OF IRVINE**

(2) BASEBALL/SOFTBALL FIELDS, (2) SOCCER FIELDS, TENNIS & BASKETBALL COURTS, , PARKING, WALKWAYS, TOT LOT, SECURITY LIGHTING

**PORTOLA SPRINGS COMMUNITY PARK, CITY OF IRVINE**

(2) BASEBALL/SOFTBALL FIELDS, (2) SOCCER FIELDS, TENNIS & BASKETBALL COURTS, , PARKING, WALKWAYS, TOT LOT, SECURITY LIGHTING

**LOS OLIVOS COMMUNITY PARK, CITY OF IRVINE**

(2) BASEBALL/SOFTBALL FIELDS, (2) SOCCER FIELDS, TENNIS & BASKETBALL COURTS, , PARKING, WALKWAYS, TOT LOT, SECURITY LIGHTING

**LAS LOMAS COMMUNITY PARK, CITY OF IRVINE**

(2) BASEBALL/SOFTBALL FIELDS, (2) SOCCER FIELDS, PUBLIC BUILDING, CONCESSIONS, PARKING, WALKWAYS, TOT LOT

**ALISO VIEJO COMMUNITY PARK, COMMUNITY OF ALISO VIEJO**

(3) SOFTBALL FIELDS, (2) SOCCER FIELDS, PUBLIC BUILDING, CONCESSIONS, PARKING, WALKWAYS, TOT LOT

**BONITA CANYON SPORTS PARK, CITY OF NEWPORT BEACH**

(3) BASEBALL FIELDS, (4) SOCCER FIELDS, (3) PUBLIC BUILDINGS, PARKING, WALKWAYS

**BARCELOA POOL PARK, LOS OLIVOS, IRVINE**

POOL, (2) COMMUNITY BUILDINGS, TENNIS COURTS, PARKING, WALKWAYS

**THE RESORT AT ORCHARD HILLS, IRVINE**

TENNIS FACILITIES, TOT LOTS, POOLS, WALKWAYS & PUBLIC AREAS

**PRIVATE PARKS 1,2,3 & 4, PORTOLA SPRINGS, IRVINE**

SPORTS FACILITIES, TOT LOTS, POOLS, WALKWAYS & PUBLIC AREAS

**HOMESTEAD PARK, IRVINE**

POOL, (2) COMMUNITY BUILDINGS, TENNIS COURTS, PARKING, WALKWAYS

**CITY PARKS 1, 2 & 3, TALEGA COMMUNITY, SAN CLEMENTE**

SPORTS FACILITIES, BASKETBALL COURT, WALKWAYS, PUBLIC BUILDINGS, POOLS

**SAN CLEMENTE PIER BOWL & NORTH BEACH TRAIL LIGHTING  
TALEGA GOLF COURSE**

**DEL OBISBO PARK, CITY OF DANA POINT**

(2) LITTLE LEAGUE FIELDS



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**Client Reference List**

<b>Agency/Firm</b>	<b>Contact</b>	<b>Phone Number</b>	<b>Project</b>
City of Covina 125 East College St. Covina, CA. 91723	Mr. Brian Lee, Director of Com. Dev. blee@covinaca.gov	(626) 384-5458,	Library Garden; Town Center Master Plan, Plan Checking
Public Works Department City of San Gabriel 425 South Mission Drive San Gabriel, California 91776	John Gonzalez Parks & Facilities Manager <a href="mailto:Jgonzalez@sgch.org">Jgonzalez@sgch.org</a>	(626) 308-2878	Vincent Lugo Master plan and Park Construction
College of the Canyons 26455 Rockwell Cyn. Rd. Santa Clarita, CA. 91355	Mr. Jim Shrage Vice President jim.schrage@canyons.edu	(661) 362-3222	Campus Master Plan, Campus Landscape Architect
Public Works City of Placentia 401 E. Chapman Ave. Placentia, CA 92870	Luis Estevez   Deputy City Administrator   Public Services & Infrastructure <a href="mailto:lestevez@placentia.org">lestevez@placentia.org</a>	(714) 993-8120	Kraemer Fountain and Park Improvements
City of Monrovia 415 South Ivy Avenue Monrovia, CA. 91016	Mr. Ron Bow, Public Works Director rbow@ci.monrovia.ca.us	(626) 932-5525	Monrovia Library Park
City of Huntington Park 3401 East Florence Ave. Huntington Park, CA. 90255	Ms. Josette Espinosa, Parks & Recreation Director jespinosa@huntingtonpark.org	(323) 584-6216	Raul R. Perez Park, Gage Avenue Tree Streetscape
City of Palmdale 38250 Sierra Highway Palmdale, CA. 93550	Ms, Lynn Glidden, Senior Civil Engineer lglidden@cityofpalmdale.org	(661) 267-5300	Pelona Vista Park; As-Needed Landscape Arch. Services

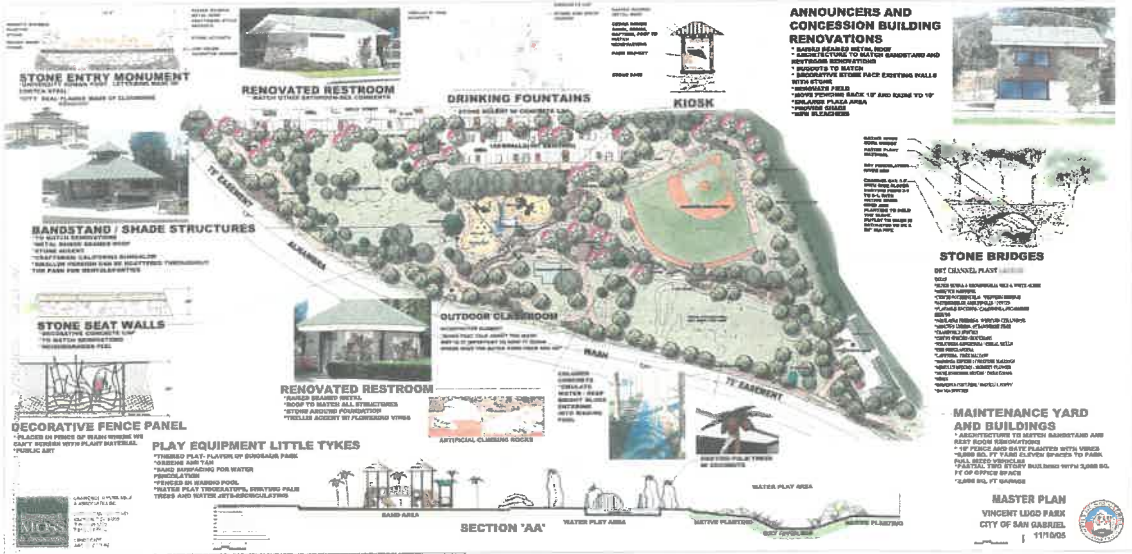


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Examples of Project Experience

Our experience ranges from very small pocket park projects to large civic plazas as well as streetscapes. The majority of our projects have been public projects and as a result, we are well-versed in public space design. We understand which elements work best in public settings and Parks. We strive to educate our clients about the choices they have whether it be drought tolerant plants or vandalism-resistant site furnishings. The following projects represent the extensive experience of LRM:



VINCENT LUGO PARK, SAN GABRIEL, CA.

LRM provided a conceptual design and construction documents for the 10 acre Vincent Lugo Park. The design includes playground and tot lot areas, parking, baseball field, soccer fields, interpretive paths, signage, picnic shelters, and restrooms. The interpretive path is designed to showcase a native planting palette. The unique aspect of this park is that there will be two natural



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stream beds which will collect surface runoff from the neighboring streets and park area. The system will have the capacity to recharge 800 cubic feet of water. The hydraulics were calculated for 10 year, 25 year, and 50 year storm events from data developed by the Los Angeles County Department of Public Works/Flood Control to estimate runoff within the tributary to the park site. We worked extensively with the Rivers and Mountains Conservancy to meet all project criteria.

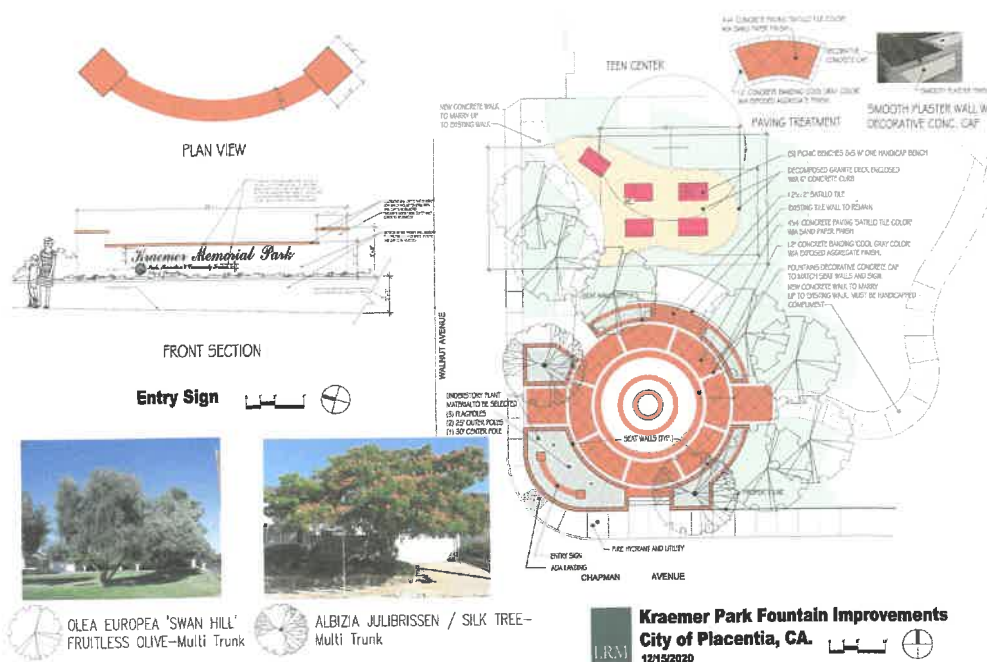


**VINCENT LUGO PARK, SAN GABRIEL, CA.**



**KRAEMER PARK IMPROVEMNTS, Placentia. CA.**

LRM provided has completed the conceptual design phase and is now starting the Construction drawing Phase and Construction Administration. The project is on a prominent corner and a heavily used street and acts as a entry way into the city. We are working at bringing back the existing fountain which is now being used as a planter. The design not only will be a gateway to the city but also a functional plaza tying into the park . We will also address ADA issues, lighting, flagpoles, paving, refurbishment of the existing fountain, decorative seat walls to improve seating and Entry Sign.



**PIONEER NEIGHBORHOOD PARK, TEHACHAPI, CA**

LRM worked with the City of Tehachapi to provide preliminary design, construction documents, and site observation for the renovation of a neighborhood park with both passive and active amenities. Planting and trees are designed to blend into the surrounding neighborhood and there are areas for a tot lot, basketball court, picnic tables, and a horseshoe pit.



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- Key Staff: Bron Ruf, Project Manager
- Client: City of Tehachapi
- Contact: Mr. Greg Garrett, Capital Projects Manager (661) 822-8532 Tel.  
ggarrett@tehachapicityhall.com E-mail
- Status: Preliminary design completed December 2004

The following pictures shown are plan renderings showing different layouts for the client to review to determine which plan suits their needs the most. It is an effective tool which helps the client to make informed decisions.



*Conceptual Designs with different configurations for Pioneer Neighborhood Park*



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**FRIENDSHIP SQUARE, BELLFLOWER, CA**

LRM provided conceptual designs and construction documents for Friendship Square. The design helps create a central feature for downtown Bellflower and includes a large plaza, a water feature centerpiece, and a unique pirate-themed playground. Construction administration for this project was notable due to the large number of custom-designed elements. These include a fort, a pirate ship, and a skull cave along with the sculpted planters meant to resemble rock formations. The completed project includes additional site amenities such as lighting, signage, a stage, and an audio system.



*Friendship Square, Bellflower, CA*



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**LIBRARY GARDEN, BELLFLOWER, CA**

LRM worked with the City of Bellflower to create a unique park (28,469 sq. ft.) for both children and grownups to enjoy themselves whether actively using the park or merely sitting on a bench within the park. There is a custom-designed water sculpture situated on top of a pedestal which is a part of a water fountain. Behind this fountain, there is a seating area with seat walls. There are assorted quotes from historically famous United States individuals about education sandblasted into the concrete within the seating area. A stack of books made of concrete has been designed and serves as a “stage” for those who wish to use it for that purpose. A two-colored labyrinth with two concrete seat walls on the exterior circle is intended to be a meditation space for park users. Drought tolerant plants with informational signage are used throughout the planting areas.



*Bellflower Library Garden*



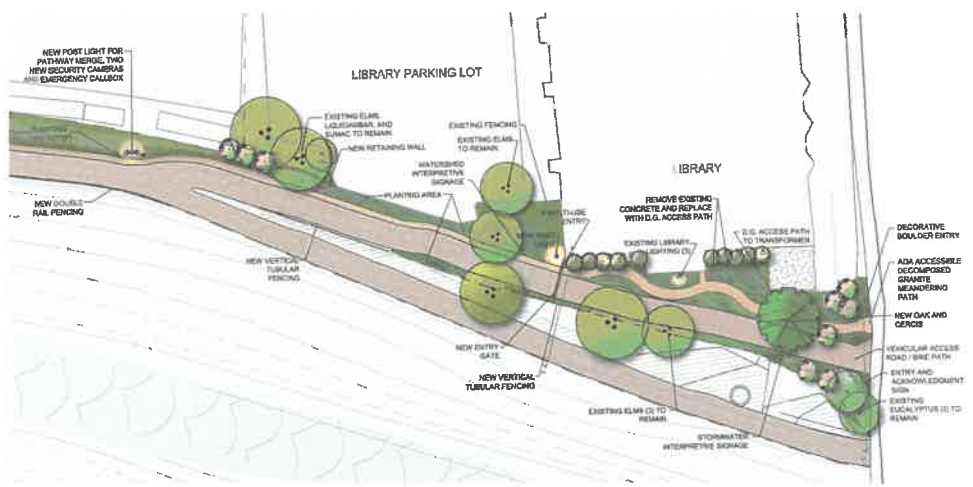


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**BALLONA CREEK BIKEWAY PROJECT, CULVER CITY, CA**

LRM worked with the City of Culver City to redesign a stretch of the Ballona Creek bikeway to create an aesthetic and sustainable experience for bicyclists and pedestrians. A key component during the design process involved reaching consensus with numerous stakeholder groups included community members, the Culver City Police Department, the Culver City Unified School District, the Los Angeles County Public Library, Los Angeles County Department of Public Works, and the Santa Monica Mountains Conservancy. The LRM team spearheaded three successful community design workshops and designed the project to meet application criteria for the California River Parkways Grant.



**GARVEY PARK MASTER PLAN, ROSEMEAD, CA**

The master plan is being created to help focus and guide renovation efforts for Garvey Park. The concepts presented in the master plan are the result of extensive outreach efforts with City residents including two community meetings, five visits to the park to survey users and meetings with park staff.

The goals for the park master plan are to integrate community and City wishes/visions for the park into a cohesive park design that accomplishes the following: First, to improve circulation and accessibility throughout the park. Second, to improve sightlines and visual connections to facilities throughout the park. Third, to maintain portions of the park that allows visitors to continue passive uses. Fourth, to maintain and improve park safety, and fifth, to integrate green/sustainable design features as much as possible.



**CONCEPT PLAN A - SKATE PARK W/COMMUNITY CENTER**  
City of Rosemead - Garvey Recreation Center

1" = 30' - 0"





**AUGUSTUS F. HAWKINS NATURAL PARK, LOS ANGELES, CA**

LRM, working closely with the Mountains Recreation and Conservation Authority, has created an 8 acre natural park setting within a totally urbanized section of south Los Angeles. Incorporating natural vegetation and designing around existing avocado and walnut trees, LRM designed a passive park that includes an outdoor classroom/amphitheater, a nature center, market garden and native tree nursery. Also included in the project are a parking area to accommodate 50 cars and one bus, two restroom facilities, drinking fountains and seating areas that blend with the natural aesthetics of the park.

**CONFLICT OF INTEREST DISCLAIMER**

The undersigned, Donna Armstrong, declares that  
(Print or Type Name)

LRM Associates, Inc. ~~does have~~/does not have (cross one out)  
(Name of Firm)

interest, ownership or receives or anticipates receiving remuneration of any type from the manufacturer(s), supplier(s), or distributor(s) which may be recommended on the project, as listed below.

<u>Firm</u>	<u>Product</u>	<u>Remuneration</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Donna Armstrong  
\_\_\_\_\_

Signature of President, Secretary, Partner,  
Owner or Representative

5/19/21  
\_\_\_\_\_ Date



**ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS**  
**AND CERTIFICATION OF ABILITY TO**  
**PROVIDE COVERAGES SPECIFIED**

I, Donna Armstrong, the Secretary  
(President; Secretary; Owner or Representative)

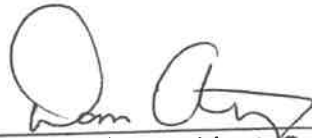
of LRM Associates, Inc., certify that the  
(Company Name or Corporation, or Owner)

Insurance Requirements set forth in Article IV of the Proposed Agreement have been read  
and

understood that our insurance company(ies) Hanover Insurance  
and Underwriters of Lloyds

(Name(s) of insurance company(ies))

is/are able to provide the coverages specified.



Signature of President, Secretary, Partner,  
Owner or Representative

5/19/21

Date

## **EXHIBIT “B” COMPENSATION RATES AND CHARGES**

**Fee:** \$71,135.00

**Fee Schedule:**

LRM will bill monthly as work progresses.

**Additional Services:**

The following are not part of the above fee and will be charged for as noted:

1. Additional revision(s) or design work not included shall be charged for at the rate of \$175.00 per hour.
2. Reimbursable expenses including, but not limited to, printing, plotting, deliveries, etc. will be charged for at our cost.

### **SCHEDULE OF HOURLY BILLING RATES**

**LRM Hourly Fee Rates:**

Principal, Landscape Architect,	\$175.00 per hour
Project Manager, Landscape Architect,	\$150.00 per hour
Designer	\$145.00 per hour
Clerical	\$ 60.00 per hour

**Consultants:**

**Barbara L. Hall, PE. INC. Civil Engineers**

Principal Civil Engineer	\$ 165.00 per hour
Project Manager	\$ 150.00 per hour
Structural Engineer	\$ 150.00 per hour
Assistant Civil Engineer	\$ 145.00 per hour
Designer	\$ 105.00 per hour
Draftsman	\$ 95.00 per hour
Research Technician	\$ 68.00 per hour
Clerical	\$ 50.00 per hour

**West Coast Design Group. Electrical Engineers**

Principal	\$150.00 per hour
Project manager	\$125.00 per hour

Designer  
Clerical

\$ 75.00 per hour  
\$ 60.00 per hour

**OLD RESERVOIR PARK**

**LRM ASSOCIATES, INC. GROUP HOURS AND FEE SCHEDULE**

	Principa 1	Project Manager	Designer	Clerical	Totals
	\$175.00	\$150.00	\$145.00	\$60.00	

**TASK 1 - RESEARCH, DATA COLLECTION**

Review as-built drawings	4	0	0	0	\$700.00
Site visit	0	6	0	0	\$900.00
Record existing inventory	0	5	0	2	\$870.00
	4	11	0	2	\$2,470.00

**TASK 2 - PRELIMINARY CONCEPT**

Layout (2) Conceptual plan	5	10	6	5	\$3,545.00
Preparing presentation materials		2	10	10	\$2350.00
1 Community Meeting	2	2			\$650.00
Finalize both Preliminary Plans	5	10	6	5	\$3545.00
Develop (2) cost estimates		4	2	2	\$1,010.00
	12	28	24		\$11,100.00

**TASK 3 - PREPARE CONSTRUCTION DOCUMENTS**

Develop all construction plans	0	10	20	10	\$5,000.00
construction details	0	5	5	0	\$1,475.00
60% submittal	5	10	10	4	\$4,065.00
90% submittal	5	5	5	10	\$2,950.00
100% submittal	5	5	5	10	\$2,950.00
specifications	0	5	5	3	\$1,655.00
	15	25	25	37	\$11,620.00

**TASK 3.1 - DEVELOPMENT OF CONSTRUCTION DOCUMENTS**

Phasing plans	10	40	0	0	\$7,750.00
	10	40	25	0	\$7,750.00

**TASK 4 - PROJECT MANAGEMENT**

on site meetings (3)	2	12	0	2	\$2,270.00
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**TASK 5 - CONSTRUCTION SERVICES**

construction services	4	10	0	2	\$2,320.00
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**LANDSCAPE ARCHITECTURAL SERVICES**

\$37,530.00

**10% Administration Fee**

\$2,692.00

**TOTAL:**

\$40,222.00

<b>OLD RESERVOIR PARK</b>							
<b>Barbara L. Hall, PE. INC. Civil Engineers, Group Hours and Fee Schedule</b>							
	Principal CE	Structura l	Assist. Civil	Designer	Draftsman	Research Tech	Totals
	\$165.00	\$150.00	\$145.00	\$105.00	\$95.00	\$68.00	
<b>TASK 1 - RESEARCH, DATA COLLECTION</b>							
Review as-built drawings	2	0	2	8	0	0	\$1,460.00
Site visit	0			0	4	4	\$652.00
Record existing inventory	0			0	4	4	\$652.00
	2	0	2	8	8	8	\$2,764.00
<b>TASK 2 - PRELIMINARY CONCEPT</b>							
Layout (2) Conceptual plan	2	0	4	8		0	\$1,750.00
Preparing presentation materials		0				0	\$0.00
1 Community Meeting							\$0.00
Finalize both Preliminary Plans		0					\$0.00
Develop (2) cost estimates		0					\$0.00
	2	0	4	8	0	0	\$1,750.00
<b>TASK 3 - PREPARE CONSTRUCTION DOCUMENTS</b>							
Develop all construction p construction details	2	0	4	8	8	0	\$2,510.00
60% submittal	0	6	3	8	8	0	\$2,935.00
90% submittal	0	4	2	8	8	0	\$2,490.00
100% submittal	0	4	2	4	4	0	\$1,690.00
specifications	0	2	2	2	2	0	\$990.00
	0	0	3	2	2	0	\$835.00
	2	16	16	32	32	0	\$11,450.00
<b>TASK 3.1 - DEVELOPMENT OF CONSTRUCTION DOCUMENTS</b>							
Phasing plans	2	0	4	8	8	0	\$2,510.00
	2	0	4	8	8	0	\$2,510.00
<b>TASK 4 - PROJECT MANAGEMENT</b>							
on site meetings (3)	0	8	0	0	0	8	\$1,744.00
<b>TASK 5 - CONSTRUCTION SERVICES</b>							
construction services	0	0	24	0	0	0	\$3,480.00
<b>CIVIL ENGINEERING SERVICES</b>							\$23,698.00
<b>TOTAL:</b>							\$23,698.00

**OLD RESERVOIR PARK  
WEST COAST DESIGN GROUP HOURS AND FEE SCHEDULE**

	Principal	Project Manager	Designer	Clerical	Totals
	\$150.00	\$125.00	\$75.00	\$60.00	
<b>TASK 1 - RESEARCH, DATA COLLECTION</b>					
Review as-built drawings	2	0	0	0	\$300.00
Site visit	0	6	0	0	\$750.00
Record existing inventory	0	2	0	2	\$370.00
	2	8	0	2	\$1,420.00
<b>TASK 2 - PRELIMINARY CONCEPT</b>					
Layout (2) lighting plans	1	4	3	0	\$875.00
Photometric calculations		2	2	0	\$400.00
Develop (2) cost estimates		4		2	\$620.00
	1	10	5		\$1,895.00
<b>TASK 3 - PREPARE CONSTRUCTION DOCUMENTS</b>					
Conduit layout	0	1	0	0	\$125.00
Voltage Drop calculations	0	1	0	1	\$185.00
construction details	0	2	0	0	\$250.00
electrical service	0	1	0	1	\$185.00
60% submittal	0	1	0	1	\$185.00
90% submittal	0	2	0	0	\$250.00
100% submittal	0	3	0	1	\$435.00
specifications	0	4	0	3	\$680.00
	0	10	0	7	\$1,550.00
<b>TASK 3.1 - DEVELOPMENT OF CONSTRUCTION DOCUMENTS</b>					
Phasing plans	1	4	2	1	\$860.00
	1	4	2	1	\$860.00
<b>TASK 4 - PROJECT MANAGEMENT</b>					
on site meetings (2)	0	6	0	2	\$870.00
<b>TASK 5 - CONSTRUCTION SERVICES</b>					
construction services	0	4	0	2	\$620.00
<b>ELECTRICAL COST DESIGN SERVICES</b>					<b>\$7,215.00</b>

