

**CITY OF SAN BERNARDINO  
ECONOMIC DEVELOPMENT AGENCY**

FROM: Emil A. Marzullo  
Interim Executive Director

SUBJECT: MAPCO Corporation - Professional Services  
Agreement in the North Arden Guthrie Area  
(IVDA Redevelopment Project Area)

DATE: November 20, 2008

**Synopsis of Previous Commission/Council/Committee Action(s):**


On November 6, 2008, Redevelopment Committee Members Estrada, Johnson and Baxter unanimously voted to recommend that the Community Development Commission consider this action for approval.

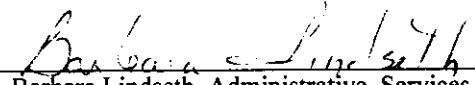
**Recommended Motion(s):**

**(Community Development Commission)**

Resolution of the Community Development Commission of the City of San Bernardino approving and authorizing the Interim Executive Director of the Redevelopment Agency of the City of San Bernardino ("Agency") to execute a Professional Services Agreement by and between the Agency and MAPCO Corporation for professional consulting and engineering services of the Agency owned properties in the North Arden Guthrie Area (IVDA Redevelopment Project Area)

Contact Person(s): Colin Strange Phone: (909) 663-1044  
Project Area(s): IVDA Redevelopment Project Area Ward(s): 7th  
Supporting Data Attached:  Staff Report  Resolution(s)  Agreement(s)/Contract(s)  Map(s)  Letter(s)  
FUNDING REQUIREMENTS: Amount: \$ 26,500 Source: HUD Section 108  
Budget Authority: FY 2008-2009 Budget

Signature:   
Emil A. Marzullo, Interim Executive Director

Fiscal Review:   
Barbara Lindseth, Administrative Services Director

**Commission/Council Notes:**

# ECONOMIC DEVELOPMENT AGENCY

## STAFF REPORT

### MAPCO CORPORATION - PROFESSIONAL SERVICES AGREEMENT IN THE NORTH ARDEN GUTHRIE AREA (IVDA REDEVELOPMENT PROJECT AREA)

#### **BACKGROUND:**

Although several attempts were made by the City of San Bernardino ("City") and the Redevelopment Agency of the City of San Bernardino ("Agency") over the last two decades to rectify the North Arden Guthrie housing situation, including initiation of rehabilitation programs and acquisition and demolition projects, the situation at the beginning of 2005 consisted of 47 vacant, Agency owned lots, one vacant Agency owned four-plex, 23 privately owned four-plexes and two privately owned vacant lots scattered about the 17-acre site bounded by Highland Avenue to the north, Arden Avenue to the east, 20<sup>th</sup> Street to the south and Guthrie Street to the west ("Area") (See Attached Map).

In 2005, the U.S. Department of Housing and Urban Development ("HUD") approved a \$7.5 million, Section 108 Loan ("108 Loan") to the City to be used by the Agency for acquisition of the remaining privately owned properties through negotiated purchase. The 108 Loan proceeds were also available for the subsequent demolition thereof and the relocation of the remaining occupants, consisting of 92 households, into safe and sanitary housing conditions elsewhere in the City and thus, clearing the Area for future redevelopment.

On November 20 2006, the Agency entered into a Redevelopment Project Study and Exclusive Right to Negotiate Agreement (the "Agreement") with Home Depot U.S.A, Inc. (the "Developer"), to study the possibility of developing the site into a retail center to include several retail stores and restaurants and to be anchored by a third Home Depot store in the City (the "Project"). Efforts under the Agreement would proceed should the Agency be successful in acquiring sufficient privately held property as required for the Project.

#### **CURRENT ISSUE:**

The Agency accepted title to the last remaining property at 2094 Arden Avenue on Wednesday, October 29, 2008. In anticipation of this final property acquisition, Agency Staff had solicited bids from three engineering firms to revert these 73 parcels, three streets and three alleyways, including all the related easements, into a single merged parcel. The scope of work includes the following:

- Collection and review of all title reports, grant deeds, recorded maps, easement documents and utility plans;
- Field boundary surveys necessary to prepare the mapping and title issues;
- Field verification, review and approval by local agencies;

- Coordination with the City's Development Services Department, the City's County Recorders Office and the Planning Commission; and
- Tentative and Final Mapping Services including preparation and filing of required maps.

Three bids were received by the Agency from the following firms:

- MAPCO Corporation \$26,500
- Bondiman and Associates \$39,900
- Associated Engineers \$52,756

**ENVIRONMENTAL IMPACT:**

This action is not a "project" under the California Environmental Quality Act.

**FISCAL IMPACT:**

\$26,500 from the Arden Guthrie Project Budget.

**RECOMMENDATION:**

That the Community Development Commission adopt the attached Resolution.



**Emil A. Marzullo, Interim Executive Director**



1 WHEREAS, the scope of work will include review of all title reports, grant deeds, recorded  
2 maps, easements, a field boundary survey, tentative and final mapping; and

3 WHEREAS, the Agency has solicited bids from three qualified engineering firms who have  
4 previously been used by the City and the Agency; and

5 WHEREAS, MAPCO Corporation (the "Contractor"), was determined to be the lowest  
6 responsible bidder and the Agency desires to retain the Contractor to perform the engineering and  
7 mapping work of the Properties in accordance with the terms and conditions of the Professional  
8 Services Agreement (the "Agreement") attached hereto and incorporated herein by said reference.

9 NOW, THEREFORE, THE COMMUNITY DEVELOPMENT COMMISSION OF THE  
10 CITY OF SAN BERNARDINO DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS  
11 FOLLOWS:

12 **Section 1.** The information set forth in the above recitals of this Resolution is true and  
13 correct.

14 **Section 2.** The Commission hereby approves the Agreement between the Agency and  
15 the Contractor attached hereto, incorporated herein by reference, and waives any irregularities in  
16 the bid as submitted by the Contractor as permitted by the bid documents.

17 **Section 3.** The Interim Executive Director of the Agency is hereby authorized to  
18 execute the Agreement on behalf of the Agency in substantially the form attached hereto, together  
19 with such changes therein as may be approved by the Interim Executive Director of the Agency and  
20 Agency Counsel. The Interim Executive Director of the Agency or such other designated  
21 representative of the Agency is further authorized to do any and all things and take any and all  
22 actions as may be deemed necessary or advisable to effectuate the purposes of the Agreement,  
23 including making non-substantive modifications to the Agreement.

24 **Section 4.** This Resolution shall take effect from and after its date of adoption by  
25 this Commission.

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**REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO**

**AGREEMENT FOR PROFESSIONAL SERVICES  
MAPCO CORPORATION**

This AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made and entered into as of December 1, 2008 by and between the Redevelopment Agency of the City of San Bernardino (the "Agency"), a public body, corporate and politic, and MAPCO Corporation, a California corporation (the "Consultant").

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **SUPERVISION OF CONSULTANT.** The Agency Staff designated in Exhibit B shall be responsible for the direction of any work to be performed by the Consultant and any other consultants or subconsultants to the Agency under this Agreement. The Consultant shall not undertake any work under the terms of this Agreement, unless instructed to do so by one of the designated staff members. No other staff member is authorized by the Agency to request services from the Consultant.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and will terminate upon the completion of the services described in the Scope of Services as referenced in Section 3, unless earlier terminated as provided in this Agreement. The Agency reserves the right through the actions of the Interim Executive Director to terminate this Agreement at anytime either with or without cause and at the sole convenience of the Agency upon delivery of notice of termination to the Consultant; provided, however, that upon the effective date of any such termination, the Agency shall be responsible to pay and/or reimburse the Consultant for all services, materials and supplies as may have been furnished to the Agency in accordance with the Scope of Services as referenced in Section 3.

3. **SCOPE OF CONSULTANT SERVICES.** The Agency hereby retains the Consultant to provide the professional consulting services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. The Consultant hereby agrees to perform the work set forth in the Scope of Services, in accordance with the terms of this Agreement. The Consultant shall perform the services as set forth on said Scope of Services within the time periods to be identified by the appropriate Agency representative. The Scope of Services shall relate to the professional consulting and engineering services to be performed by the Consultant in connection with the preparation and completion of a tentative parcel map for seventy-three (73) parcels and public thoroughfares for the site commonly referred to as the North Arden Guthrie Area in the Inland Valley Development Agency (IVDA) Redevelopment Project Area, located in the City of San Bernardino, County of San Bernardino, State of California.

4. PAYMENT BY AGENCY FOR WORK PERFORMED BY CONSULTANT.

A. The Agency shall compensate the Consultant in an aggregate amount not to exceed \$26,500 for completion of the services described in the Scope of Services set forth in Exhibit A.

B. The compensation designated in subsection 4A. shall be the Total Fee for the performance of the work and the delivery of the final work product materials, as set forth in the Scope of Services. The Total Fee shall include, but not be limited to, the salaries of all subcontractors retained by the Consultant and all employees of the Consultant to perform work pursuant to this Agreement and shall be inclusive of all costs and expenses incurred for mileage, travel, graphics, telephone, printing, fax transmission, postage, copies and such other expenses related to completion of the work set forth in the Scope of Services.

C. The Consultant shall invoice the Agency for work performed by the Consultant under this Agreement each calendar month during the term of this Agreement.

D. The Consultant shall submit invoices under this Agreement to:

Redevelopment Agency of the City of San Bernardino  
Attention: Colin Strange, Project Manager  
201 North "E" Street, Suite 301  
San Bernardino, California 92401

E. Each invoice of the Consultant shall set forth the time and expenses of the Consultant incurred in performance of the Scope of Services, during the period of time for which the invoice is issued. Each invoice of the Consultant shall clearly set forth the names of the individual personnel of the Consultant and any individual subconsultants utilized by the Consultant, during the time period covered by the invoice, a description of the professional services rendered on a daily basis by each named individual during such time period, the respective hourly rates of each named individual and the actual time expended by each named individual. Each invoice of the Consultant shall be accompanied by copies of all third party invoices for other direct costs incurred and paid by the Consultant during such time period. The Agency shall pay all amounts set forth on the invoices of the Consultant and approved by the authorized Agency staff personnel who requested the services, within thirty (30) calendar days of such approval.

5. RECORDS RETENTION. Records, maps, field notes and supporting documents and all other records pertaining to the use of funds paid to the Consultant hereunder shall be retained by the Consultant and available to the Agency for examination and for purposes of performing an audit for a period of five (5) years from the date of expiration or termination of this Agreement or for a longer period, as required by law. Such records shall be available to the Agency and to appropriate county, state or federal agencies and officials for inspection during the regular business hours of the Consultant. If the Consultant does not maintain regular business hours, then such records shall be available for inspection between the hours of 9 a.m. and 5 p.m. Monday through Friday, excluding federal and state government holidays. In the event of litigation or an audit relating to this Agreement or funds paid to the Consultant by the Agency under this Agreement, such records shall be retained by the Consultant until all such litigation or audit has been resolved.

6. INDEMNIFICATION. –The Consultant shall defend, indemnify, protect and hold harmless the Agency, its officers, employees, representatives, and agents from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs, court costs and attorneys' fees, for injury or damage of any type claimed as a result of the acts or omissions of the Consultant, its officers, employees, subcontractors, representatives and/or agents, arising from or related to performance by the Consultant of the work required under this Agreement.

7. INSURANCE. The Consultant shall maintain insurance, as set forth in below to this Agreement, throughout the term of this Agreement. The Consultant shall remain liable to the Agency pursuant to Section 6 above to the extent the Consultant is not covered by applicable insurance for all losses and damages incurred by the Agency that are caused directly or indirectly through the actions or inactions, willful misconduct or negligence of the Consultant and/or of its officers, employees, agents, representatives and/or subcontractors, in the performance of the duties incurred by the Consultant pursuant to this Agreement.

8. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION. All maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the Scope of Services shall be the sole property of the Agency, as of the time of their preparation and payment therefor by the Agency, and shall be delivered to the Agency upon written request to the Consultant. The Consultant shall not make use of any maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and other materials whether for marketing purposes or for use with other clients when such have become the property of the Agency without the prior express written consent of the Agency except to the extent that such maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents are readily available to the general public as public records pursuant to State law.

The Consultant shall execute, acknowledge and perform any and all acts which shall reasonably be required in order for the Agency to establish unequivocal ownership of the maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and record, register and procure an issuance in or to the Agency's rights, title and/or interest. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Agency's sole risk and without liability or legal exposure to the Consultant.

9. PRESS RELEASES. Press or news releases, including photographs or public announcements, or confirmation of the same related to the work to be performed by the Consultant under this Agreement shall only be made by the Consultant with the prior written consent of the Agency.

10. CONFIDENTIALITY OF MATERIALS AND INFORMATION. The Consultant shall keep confidential all reports, survey notes and observations, information, and data acquired or generated in performance of the work set forth in the Scope of Services, which the Agency designates

confidential. None of such designated confidential materials or information may be made available to any person or entity, public or private, without the prior written consent of the Agency.

## 11. DEFAULT AND REMEDIES.

A. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within seven (7) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

B. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

C. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties under this Agreement are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

D. In the event that a default of any party to this Agreement may remain uncured for more than seven (7) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

## 12. TERMINATION.

A. This Agreement may be terminated by either party for any reason by giving the other party fifteen (15) calendar days' prior written notice. The Agency shall pay the Consultant for all work authorized by the Agency and completed, prior to the effective termination date.

B. In the event of a termination of this Agreement under this Section 12, the Consultant shall provide all documents, notes, maps, reports, data or other work product developed in performance of the Scope of Services of this Agreement to the Agency, within ten (10) calendar days of such termination and without additional charge to the Agency.

13. NOTICE. All notices given hereunder shall be in writing. Notices shall be presented in person or by certified or registered United States Mail, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by United States Mail shall be deemed effective on the third business day following the deposit of such Notice with the United States Postal Service. This Section 13 shall not prevent the

parties hereto from giving notice by personal service or telephonically verified fax transmission, which shall be deemed effective upon actual receipt of such personal service or telephonic verification. Either party may change their address for receipt of written notice by notifying the other party in writing of a new address for delivering notice to such party.

CONSULTANT: MAPCO Corporation  
Attention: David E. Mlynarski  
413 MacKay Drive  
San Bernardino, California 92408

AGENCY: Redevelopment Agency of the City of San Bernardino  
Attention: Interim Executive Director  
201 North "E" Street, Suite 301  
San Bernardino, California 92401

14. COMPLIANCE WITH LAW. The Consultant shall comply with all local, state, and federal laws, including, but not limited to, environmental acts, rules and regulations applicable to the work to be performed by the Consultant under this Agreement, as amended from time to time. The Consultant shall maintain all necessary licenses and registrations for the lawful performance of the work required of the Consultant under this Agreement.

15. NONDISCRIMINATION. The Consultant shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap in the performance of the Scope of Services of this Agreement. Without limitation, the Consultant hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status of national origin. Further, the Consultant shall promote affirmative action in its hiring practices and employee policies for minorities and other designated classes in accordance with federal, state and local laws. Such action shall include, but not be limited to, the following: recruitment and recruitment advertising, employment, upgrading and promotion. In addition, the Consultant shall not exclude from participation under this Agreement any employee or applicant for employment on the basis of age, handicap or religion in compliance with State and Federal laws.

16. CONSULTANT AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS. The Consultant shall at all times during the performance of any work described in the Scope of Services be deemed to be an independent contractor. Neither the Consultant nor any of its subcontractors shall at any time or in any manner represent that it or any of its employees, agents or representatives are employees of the Agency or any member agency of the Agency. The Agency shall not be requested or ordered to assume any liability or expense for the direct payment of any salary, wage or benefit to any person employed by the Consultant or its subcontractors to perform any item of work described in the Scope of Services. The Consultant is entirely responsible for the immediate payment of all subcontractor liens.

17. SEVERABILITY. Each and every Section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to certain circumstances shall be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to

which it is declared invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior negotiation, discussions and agreements between the parties concerning the subject matters covered herein. The parties intend this Agreement to be the final expression of their agreement with respect to the subjects covered herein and a complete and exclusive statement of such terms.

19. AMENDMENT OR MODIFICATION. This Agreement may only be modified or amended by written instrument duly approved and executed by each of the parties hereto. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by each of the parties hereto, following all necessary approvals and authorizations for such execution.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action arising from or related to this Agreement shall be brought in the Superior Court of the State of California in and for the County of San Bernardino.

21. NON-WAIVER. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Agreement.

22. ASSIGNMENT. This Agreement may not be assigned by the Consultant without the prior written consent of the Agency.

23. REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

24. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will constitute an original.

25. EFFECTIVENESS OF AGREEMENT AS TO THE AGENCY. This Agreement shall not be binding on the Agency until signed by an authorized representative of the Consultant, approved by the Agency and executed by the Interim Executive Director or his designee.

26. CONFLICTS OF INTEREST. The Consultant hereby represents that it has no interests adverse to the Agency or its individual member entities, at the time of execution of this Agreement. The Consultant hereby agrees that, during the term of this Agreement, the Consultant shall not enter into any agreement or acquire any interests detrimental or adverse to the Agency or its individual member entities. Additionally, the Consultant hereby represents and warrants to the Agency that the Consultant and any corporation, limited liability company, partnership, individual persons or any other party or parties comprising the Consultant, together with each subcontractor who may hereafter be designated to perform services pursuant to this Agreement, do not have and, during the term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the Agency, property over which the Agency has jurisdiction or any members or staff of the

Agency that have not been previously disclosed in writing to the Agency, and that any such property ownership interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the Consultant to perform the services to the Agency as set forth in this Agreement.

27. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the Agency and the Consultant for the services set forth in Exhibit A or any similar or related services. The Agency may, during the term of this Agreement, contract with other consultants for the performance of the same, similar or related services as those that may be performed by the Consultant under this Agreement. The Agency reserves the discretion and the right to determine the amount of services to be performed by the Consultant for the Agency under this Agreement, including not requesting any services at all. This Agreement only sets forth the terms upon which any such services will be provided to the Agency by the Consultant, if such services are requested by the Agency, as set forth in this Agreement.

28. CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY. The Agency and the Consultant agree that except as otherwise provided in this Section 28, in no event will either be liable to the other under this Agreement for any damages relating to special damages, loss of revenue, loss of profit, operating costs or business interruption losses, regardless of cause, including breach of contract, negligence, strict liability or otherwise. The limitations and exclusions of liability set forth in this Section 28 shall apply regardless of fault, breach of contract, tort, strict liability or otherwise of the Consultant and the Agency, their employees, agents, representatives and/or subconsultants.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated next to the authorized signatures of the officers of each of them as appear below.

**AGENCY**

Dated: \_\_\_\_\_

Redevelopment Agency of the City of San Bernardino, a public body, corporate and politic

By: \_\_\_\_\_  
Emil A. Marzullo, Interim Executive Director

Approved as to Form and Legal Content:

By: *TJ Sabo*  
Timothy J. Sabo, Agency Counsel

**CONSULTANT**

MAPCO, a California corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT A  
SCOPE OF SERVICES**

The following is our scope, fee and assumptions for the processing and completion of the tentative parcel map process. In order to finalize the specific requirements for this process it will be recommended that we meet with the City Engineer and Development Services Department staff to discuss the specific requirements for filing an application and tentative parcel map for the subject property. There are items and issues specific to this site and the purpose for which the tentative parcel map is being sought that we feel need to be discussed with city staff in order to better complete all of the necessary items required for the filing of this type of application without over burdening the process.

**SCOPE OF WORK AND FEE**

MAPCO proposes to provide the civil engineering and consulting services to the San Bernardino Economic Development Agency (hereinafter referred to as the "Agency") as outlined below:

1. Project and site research and review. This item shall include 3 site visit's, collection of and review of all title reports, grant deeds, record maps, easement documents, utility plans (wet and dry), street plans, Caltrans documents and retrieving field Monumentation.

*Fee: \$ 10,000*

2. Field Boundary Survey.

*Fee: \$ 5000 (unless Client / city approves use of record data)*

3. 1- Lot Final Map and Monumentation.

*Fee: \$2500*

4. Prepare a Tentative Parcel Map and application for submittal to the City of San Bernardino. T.P.M. Application to include:

- a. Application form and preliminary environmental assessment.
- b. Identify Hazardous Waste Site Certification.
- c. Property Owner's form.
- d. Prepare a Project Description.
- e. Coordinate completion of Owner's Authorization Form with Agency.
- f. Obtain 500 foot radius map from Title Company and confirm that all properties requiring notification are contacted.
- g. Obtain 2 sets of property ownership notification labels and addresses from Title Company.
- h. Obtain Certification form from Title Company.
- i. Obtain current title report, grant deed(s) and all schedule B documents from Title Company for inclusion of information on the tentative parcel map.

- j. Prepare 1 original tentative parcel map, 1 8 ½ " x 11" reduction and 25 full size copies folded to 8 ½ " x 11" to accompany application to Development Services Department.
- k. Obtain a letter from the Development Services Department that the application submittal is "deemed complete".

Fee: \$ 5000

- 5. Prepare presentation materials (power point and/or boards) and make the project presentation to the DERC and Planning Commission.

Fee: \$ 4000

**PROPOSED FEE \$ 26,500.00**

Exclusions from the 'PROPOSED FEE' noted above are the following:

- ◆ Reproduction, printing, reimbursables budget.  
Direct Reimbursable Budget Allocation:

Fee: \$ 1000 (to be charged at actual cost plus 10%)

- ◆ Project management, coordination, meetings with staff and third party agencies, administration, and clerical support staff.

Fee: Time & Material in accordance with schedule of rates attached, unless a lump sum fee is negotiated based upon fixed services and scope.

- ◆ Filing fees to public / local agencies, title companies and other third parties.
- ◆ Topographic mapping (as required in item # 7 of Tentative Subdivision Checklist).

#### **Schedule**

The TPM will be submitted to the City within 60 days of obtaining a written authorization to proceed and all written authorizations from the EDA, documents of record and materials on file with the Development services Department necessary to file the application for the tentative parcel map. The processing of the TPM through the DERC and City Planning Commission is estimated to take 6 months. However, this time period can vary and is dependent upon City's ability to schedule necessary reviews and meetings, and also complexity of issues that may be discovered during the preparation of the initial study and planning staff report.

### **Unexpected Circumstances**

The boundary survey necessary to prepare the mapping and title issues relating to the real property will require research, field verification and review and approval by local agencies and authorities. Should circumstances arise which are unexpected requiring investigation and collaboration with third parties to resolve issues or complete field investigations costs associated with these activities shall be added to total contract amount upon approval and authorization of Owners agent.

Boundary services are estimated on an hourly basis to determine the associated fee noted herein. Should additional services be required to validate field conditions additional costs will be incurred and the Owners agent will be notified of these costs prior to proceeding with additional services.

## SCHEDULE OF FEES AND COSTS

Contract scope and cost is based upon estimated hours for specific tasks. Should it become necessary to expand either the scope or the number of hours to complete a specific task, MAPCO shall provide the client with a written explanation prior to proceeding with the work. Should the client not wish to accept the change in scope or costs, the client shall contact MAPCO in writing with instructions on how to proceed.

### ENGINEERING:

◆ Principal	\$ 250.00 / hour
◆ Engineer	\$ 150.00 / hour
◆ Planner	\$ 100.00 / hour
◆ Designer	\$ 95.00 / hour
◆ Project Coordinator	\$ 90.00 / hour
◆ Draftsman	\$ 80.00 / hour

### SURVEYING:

◆ Licensed Land Surveyor	\$ 110.00 / hour
◆ Party Chief	\$ 90.00 / hour
◆ 2 Man Crew	\$ 185.00 / hour
◆ 3 Man Crew	\$ 225.00 / hour

### OFFICE:

◆ Office Manager	\$ 50.00 / hour
◆ Clerical	\$ 45.00 / hour
◆ Messenger	\$ 25.00 / hour

### MISCELLANEOUS:

◆ Mileage	\$ 0.45/ mile
◆ Outside Costs	Costs plus 15%
◆ Conference Calls (Bulldog Solutions)	\$ 0.15/Per Min./Per Person
◆ Operator Assisted (Bulldog Solutions)	\$ 0.24/Per Min./Per Person

### DELIVERY AND PICKUP CHARGES;

◆ San Bernardino - Redlands	\$ 15.00
◆ Fontana - Riverside - Moreno Valley	\$ 25.00
◆ Western Riverside - San Bernardino	\$ 35.00
◆ Southwestern Riverside County	\$ 50.00
◆ Northern Orange County, High Desert & Eastern Los Angeles County	\$ 55.00

◆ Southern Orange County \$ 65.00

**REPRODUCTION COSTS:**

◆ Blueprints \$ 2.00 / sheet  
◆ Sepias \$ 10.00 / sheet  
◆ Mylars \$ 20.00 / sheet  
◆ Photocopying \$ 0.10 / sheet  
◆ Fax \$ .75 / sheet  
◆ Folding - Caltrans \$ 0.65 / sheet

**MISCELLANEOUS FEES:**

Client shall pay the costs (in addition to the above fees) for:

- ◆ Governmental Fees
- ◆ Title Company Charges
- ◆ Outside Vendor Blueprint Costs
- ◆ In-House Blueprints
- ◆ Research Maps
- ◆ Outside Delivery Services
- ◆ In-House Pickups & Deliveries incurred on client's behalf
- ◆ Client / Agency Meetings & Hearings incurred on client's behalf

**BILLING PROCEDURES:**

- ◆ Miscellaneous fees shall be billed monthly as they are incurred.
  
- ◆ There will be a \$50.00 charge for all returned checks.
  
- ◆ Client will pay all legal fees if it becomes necessary to recover for services rendered.
  
- ◆ Rates for consulting in connection with appearance before courts and/or testimony for litigation shall be 150% (one hundred and fifty percent) of the rates stated above.

Client Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

**SUPERVISORY STAFF PERSONNEL**

Agency Staff:

Redevelopment Agency of the City of San Bernardino  
Attention: Colin Strange, Project Manager  
201 North "E" Street, Suite 301  
San Bernardino, CA 92401  
Business: (909) 663-1044  
Fax: (909) 888-9413

Redevelopment Agency of the City of San Bernardino  
Attention: Lou Schnepf, Real Estate Consultant  
201 North "E" Street, Suite 301  
San Bernardino, CA 92401  
Business: (909) 663-1044  
Fax: (909) 888-9413

## EXHIBIT C

### INSURANCE REQUIREMENTS

The Consultant shall maintain insurance policies issued by an insurance company or companies authorized to do business in the State of California and that maintain during the term of the policy a "General Policyholders Rating" of at least A(v), as set forth in the then most current edition of "Bests Insurance Guide," as follows:

(1) General Liability Insurance. The Consultant and each of its subcontractors shall maintain general liability insurance with limits of not less than \$1,000,000 combined single limit per occurrence for all activities and actions of the Consultant and each of its subcontractors for those types of liabilities not otherwise covered in items (2), (3), or (4) below.

(2) Automobile Insurance. The Consultant and each of its subcontractors shall maintain comprehensive automobile liability insurance of not less than \$1,000,000 combined single limit per occurrence for each vehicle leased or owned by the Consultant or its subcontractors and used in performing work under this Agreement.

(3) Worker's Compensation Insurance. The Consultant and each of its subcontractors shall maintain worker's compensation coverage in accordance with California workers' compensation laws for all workers under the Consultant's and/or subcontractor's employment performing work under this Agreement.

(4) Errors and Omissions Coverage. The Consultant shall maintain an insurance policy covering liability for errors and omissions of the Consultant in performing the Scope of Services of this Agreement in an amount of not less than \$1,000,000.

Concurrent with the execution of this Agreement and prior to the commencement of any work by the Consultant, the Consultant shall deliver to the Agency copies of policies or certificates evidencing the existence of the insurance coverage required herein, which coverage shall remain in full force and effect continuously throughout the term of this Agreement. Each policy of insurance that Consultant purchases in satisfaction of the insurance requirements of this Agreement shall name the Agency as an additional insured and shall provide that the policy may not be cancelled, terminated or modified, except upon thirty (30) calendar days prior written notice to the Agency.