

AGREEMENT TO FURNISH CONSULTING SERVICES

FOR

DESIGN OF IMPROVEMENTS FOR REHABILITATION OF FIRE STATION NO. 261

This Agreement is made and entered into this 21st day of July, 1998, by and between the City of Redlands, a municipal corporation ("City") and Armantrout Architects ("Consultant").

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform engineering design services, which are more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Engineering Services"), for the design of improvements for the Rehabilitation of Fire Station No. 261 (the "Project").
- 1.2 All work performed by Consultant under this Agreement shall be done in a professional manner, and Consultant represents that it is skilled and has the professional expertise necessary to provide high quality Engineering Services to City in a manner consistent with other skilled professionals in the industry.

ARTICLE 2 - RESPONSIBILITIES OF CITY

- 2.1 City will make available to Consultant all available information in City's possession pertinent to the Project.
- 2.2 City will provide access to and make all provisions for Consultant to enter upon property as required by Consultant to perform the Engineering Services under this Agreement.
- 2.3 City will designate in writing a person to act as City's representative with respect to the Engineering Services to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineering Services covered by this Agreement.

ARTICLE 3 - RESPONSIBILITIES OF CONSULTANT

- 3.1 Consultant shall perform the Engineering Services promptly and shall prosecute them diligently to completion in accordance with the schedule attached hereto and incorporated herein as Exhibit "B."

ARTICLE 4 - PAYMENTS TO CONSULTANT

- 4.1 For the performance of the Engineering Services, City will pay Consultant on a time and materials basis in accordance with the hourly rates shown in Exhibit "D," Rate Schedule attached hereto and incorporated herein by this reference. In no event shall the payment to Consultant exceed the amount of \$48,600.00.
- 4.2 Payments by City to Consultant shall be made within 30 days after receipt and approval of Consultant's invoice, by warrant payable to Consultant.

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City

City of Redlands
Public Works Department
P.O. Box 3005
Redlands, CA 92373

Consultant

Armantrout Architects, a Sole Proprietorship
Leon H. Armantrout, owner
10 East Vine Street, Suite 216
Redlands, CA 92373

When so addressed, such notices shall be deemed given upon deposit in the United States Mail; in all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

- 5.1 Consultant shall maintain workers' compensation insurance and, in addition shall maintain insurance to protect City from claims for damage due to bodily injury, personal injury, or death and claims for injury to or destruction of tangible property while performing the Engineering Services covered by the Agreement. Said public liability and property damage insurance shall be in a minimum combined single limit of \$1,000,000. per occurrence. The City shall be named an additional insured on the insurance coverage for public liability and property damage, and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. The Consultant shall provide City with a certificate evidencing such insurance coverage prior to commencing any Engineering Services required

under this Agreement.

- 5.2 Consultant shall maintain professional liability insurance pursuant to this paragraph to protect City from negligent acts, errors, or omissions of a professional nature; the total aggregate of Consultant's professional liability insurance coverage shall be a minimum of \$1,000,000.
- 5.3 Consultant shall indemnify, hold harmless and defend City and its elected officials, agents, and employees from and against any and all claims, loss, damage, charges or expenses, to which they or any of them may be put or subjected to arising out of or resulting from any willful or negligent act or actions, omission or failure to act on the part of the Consultant, its contractors, its suppliers, anyone directly or indirectly employed by it or anyone for whose acts or omissions it may be liable in the performance of the Engineering Services described in this Agreement.

ARTICLE 6 - GENERAL CONSIDERATIONS

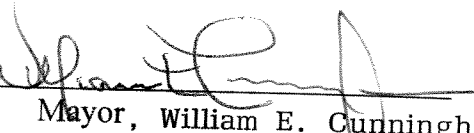
- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees.
- 6.2 Consultant shall not assign any of the Engineering Services to be performed under this Agreement, except with the prior written approval of the City and in strict compliance with the terms, provisions, and conditions of this Agreement.
- 6.3 The key Consultant's personnel proposed for this project are as follows:
- Project Manager, Leon H. Armantrout
- Consultant agrees that these key people will be made available and assigned to City's Project, and that they will not be replaced without concurrence from the City.
- 6.4 All documents, records, drawings, designs and specifications, cost estimates, and other Project documents developed by Consultant pursuant to this Agreement shall become the property of City and shall be delivered to City at City's request. Any reuse of such documents for other projects and any use of incomplete documents will be at City's sole risk.
- 6.5 Consultant is for all purposes under this Agreement an independent contractor and not an employee of City. All qualified personnel provided by Consultant pursuant to the provisions of this Agreement are to be employed by Consultant for its account only, and in no event shall Consultant or any personnel retained by him be deemed to have been employed by City or engaged by City for the account of or on behalf of City.
- 6.6 Unless earlier terminated as stipulated below, this Agreement shall terminate upon completion and acceptance by City of the Engineering Services.

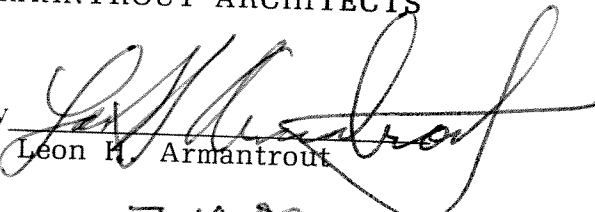
- 6.7 This Agreement may be terminated by City, without cause, upon ten (10) days prior written notice to Consultant.
- 6.8 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services and (2) deliver or otherwise make available to City, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this Agreement.
- 6.9 This Agreement, including the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties and any negotiations, proposals or oral agreements are integrated herein and are superseded by this written Agreement. Any supplement or amendment to this Agreement shall be effective only if it is in writing and signed by City and Consultant.
- 6.10 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

ARMANTROUT ARCHITECTS

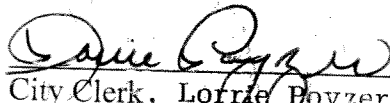
By 
Mayor, William E. Cunningham

By 
Leon H. Armantrout

Date July 21, 1998

Date 7-14-98

ATTEST:


City Clerk, Lorrie Boyzer

ARMANTROUT ARCHITECTS

10 East Vine Street, Suite #216 • Redlands, California 92373

Phone (909) 793-5293 • Fax (909) 793-9093

Email arman@empirenet.com

November 21, 1997

Revised June 23, 1998 & July 20, 1998

EXHIBIT "A"

Chief Mel Enslow
City of Redlands Fire Department
35 Cajon Street Suite 12
Redlands, CA 92373

Subject: Fire Station #1 Remodel

Dear Chief Enslow:

This is a proposal for our work in connection with the subject project. You may include it by reference in a standard City consultant services agreement or we will furnish a standard A.I.A. agreement form if you prefer. Hereinafter the word Owner shall designate the City of Redlands and the word Architect shall designate Armantrout Architects, a sole proprietorship, (Leon H. Armantrout, A.I.A., owner).

BUILDING CHARACTERISTICS:

- First floor area is approximately 6,000 square feet
- Second floor area is about 4,000 square feet
- Site is about 120 x 220; about 26,000 square feet

Constructed in 1948, plans are dated 6-25-47. Architects were William Allen and W. George Lutz of Los Angeles. The building has had no major changes made since then, only minor modifications such as relocating and/or removing partitions and minor repairs. Considerable deferred maintenance needs to be done soon. There are presently 9 personnel stationed here, and it is the busiest of three fire stations in the City of Redlands. The building is structurally substantial with four rigid steel frames spanning the engine room while supporting the floor of the dormitory, dining, recreation and bathroom areas above. Four strong timber bowstring trusses (arched on top to provide roof drainage) support the roof over these spaces in similar fashion. Exterior walls and roof structure are of soundly designed, good quality wood framing with stucco exterior finish and plaster interior finish which equates to a higher degree of seismic suitability due to its relatively light weight, (compared to masonry or concrete for example), and an inherent resiliency in the presence of horizontal stresses associated with earthquakes. Removal of abandoned boiler units and other heavy items from the attic area will also enhance the already favorable seismic characteristics of the building.

A specific motivation for the project is the fact that a new Seagraves Ladder Truck is on order for the department and is to be housed here. The overall height of this new apparatus is 11 feet, and so is the actual vertical height of all of the existing openings to the engine room. The tracks and other apparatus

associated with the doors protrude down into this opening. This necessitates enlarging the opening height along with installing tracks, etc. which do not protrude into this space. With regard to the width of these openings, it exceeds the width of the apparatus by only a few inches so that extreme care has to be exercised when driving fire apparatus in or out. Clearance under the beams which span the engine room is only 11 feet 8 inches which is marginal and allows no tolerance for the steep drive approach at the east end of the engine room. This can be mitigated by regrading the entrance ramp at that point or by lowering the entire engine room floor. It appears that regrading the ramp would be considerably less expensive and involved. This work would also lend itself in part to the principal area of work in effective seismic retrofit, which is to install moment frames around these openings in both east and west walls in the form of a stiff framework of steel beams and columns anchored to a new concrete grade beam installed directly under these openings.

PROJECT GOALS:

(Schedules 1 & 2 to be completed now, Schedule 3 to be completed at a later date)

- **SCHEDULE 1**

Schedule 1 provides for those immediate improvements that are necessary for the new truck unit and structural stability of the building. The new ladder truck has a height of 11 feet, and the vertical clearance of the apparatus room doors is also 11 feet. The existing horizontal clearance in the doorway would only allow several inches between the door frame and the truck. Seismic stabilization should be completed to upgrade the building to current codes and standards for an essential government services building. The following items are listed in order of priority.

- Enlarge the front and rear center doorways to the apparatus room. Install new frame columns and header beam. (Opening should be installed as moment frame around doorways with stiff framework in the form of steel columns and beams anchored to a new concrete grade beam directly under the opening in the floor.) Install new automatic roll-up doors and frames.

- *Estimated Cost Range \$ 30,000 - \$ 40,000*

- Seismic analysis and retrofit to current codes and standards for essential government services building. This item would include the removal of abandoned heating units in the attic and structural repairs to the roof.

- *Estimated Cost Range \$ 180,000 - \$220,000*

- **SCHEDULE 2**

Schedule 2 provides for the immediate enhancement of deferred maintenance and improvements for basic livability in the facility. The primary focus is the living quarters including the dormitory, kitchen, day room/dining room and bathrooms. The following items are listed in order of priority.

- General repair and deferred maintenance upgrades. Includes fumigation and pest control for entire building, replacement of plumbing (pipes, fixtures, and interior drains), electrical system upgrades (service boxes, wiring, outlets), repairs to plaster/drywall ceilings and interior walls, new interior lighting in dormitory and day rooms. New carpet in dormitory and day room.

- *Estimated Cost Range \$ 55,000 - \$ 75,000*

Refurbishment and expansion of the kitchen, including new commercial-rated appliances, i.e. range, refrigerators, freezer, microwaves and dishwasher. Installation of new plumbing, commercial sink,

cabinets, counters, pantry and possible center utility island. Could expand into old closet/pantry area or outside porch area.

- *Estimated Cost Range \$ 30,000 - \$ 50,000*

- New HVAC system for building, including air conditioning and heating units and ducts. Primary focus is second floor area and downstairs offices. Building is now hot in summer and cold in winter with some individual HVAC units in offices. Energy efficient electric/gas units could save utility cost long term. This item would include insulation of all non-insulated exterior walls.

- *Estimated Cost Range \$ 60,000 - \$ 75,000*

- Replacement and/or repair of windows with energy efficient and sound reducing dual glazed windows throughout building. A number of windows could be removed and replaced with solid walls. Primary focus should be dormitory and day room.

- *Estimated Cost Range \$ 40,000 - \$ 55,000*

- **SCHEDULE 3**

Schedule 3 provides for continued general improvements and upgrades. These items should be considered at some point in the not too distant future but may not be immediately necessary. The following items are listed in order of priority.

- Bathroom upgrades with possible new sinks and shower facilities. Includes new tile and grout work in shower.

- *Estimated Cost Range \$ 5,000 - \$ 10,000*

- Upgrade of communications systems including intercoms, phones, radio room, etc. Furr out walls to conceal conduit runs, wiring and other utilities.

- *Estimated Cost Range \$ 10,000 - \$ 15,000*

- Rehabilitation of Battalion Chief's and Captain's offices, including cabinets, shelves, bookcases, carpet and furniture.

- *Estimated Cost Range \$ 10,000 - \$ 15,000*

- Install overhead reels for water and compressed air in apparatus room.

- *Estimated Cost Range \$ 5,000 - \$ 10,000*

- Installation of separation partitions and new lockers in dormitory. Install individual reading lamps on lockers. Consider purchase of new beds/mattresses.

- *Estimated Cost Range \$ 20,000 - \$ 30,000*

- Resurfacing and repairs to rear parking lot. Evaluate condition of existing storm drain and parking lot drainage system.

- *Estimated Cost Range \$ 15,000 - \$ 30,000*

- Expansion and improvements to interior storage spaces including janitor's closet.

- *Estimated Cost Range \$ 5,000 - \$ 10,000*

- Repairs to the exterior of the building including patching of stucco, painting all exterior surfaces, seal planters.
 - *Estimated Cost Range \$ 10,000 - \$ 15,000*
- Refurbish hose tower. Install new automatic lift equipment.
 - *Estimated Cost Range \$ 10,000 - \$ 20,000*

SCOPE OF WORK:

Prepare **Schematic Design Drawings** illustrating the project incorporating the Project Goals as described above and following the guidelines of the Summary Report and revised costs provided by City of Redlands Public Works Department. The Architect shall engage appropriate consulting engineers in the areas of structural, mechanical, plumbing and electrical systems and include schematic drawings from each in this stage of the work.

Revise cost estimate according to more refined information resulting from the above steps.

Modify schematic plans according to all review comments until approval of schematic design work by Owner is obtained.

Develop more detailed **Design Development Drawings** for the project, including more detailed development of plans from each of the engineers involved. During Design Phase review, construction, access and code issues and requirements to ensure feasibility will be reviewed and complied with. Detailed design work including Floor Plans, Exterior and Interior Elevations, and Section drawings. are to be submitted for review and approval. The Architect shall advise the Owner of any adjustments to the preliminary estimate Construction Cost and shall revise the project until approval of the Owner is obtained.

Based on approved Design Development Drawings, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, **Construction Documents** including Drawings and Specifications setting forth in detail the requirements for the construction of the Project. the Architect and Consultants shall Produce detailed construction documents for obtaining competitive sub-contractor bids and for constructing the project

Develop a revised preliminary estimate of construction costs.

Submit plans for City Departmental reviews and make corrections as necessary.

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost shall provide **Bid Phase Services** during which he shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

Construction Phase Services are to be provided consistent with article 2.6 of the Standard Form of Agreement Between Owner and Architect - 1987 edition. (See exhibit E below)

COMPENSATION & METHOD OF PAYMENT:

Architects fee for the above mentioned scope of work for is a fixed fee of \$ 48,600.00 total for schedules 1 & 2 as broken down below. (Not including any reimbursables or additional services that may incur during the project. See sections below) This includes the fees of structural, mechanical, plumbing and electrical engineers. This fee is based on the conceptual cost estimate that was submitted and approved by the city. Should the scope of the project and resultant cost be expanded and/or increased by the Owner the amount of the fee shall be increased accordingly by an appropriate similar percentage amount.

Billings will be submitted at the end of each month according to the proportion of the work submitted and are due within 30 days of invoice date. An Administrative and start-up fee of \$ 4,860.00 is due upon signing of this contract.

Progress Payments are due as follows: (Schedules 1 & 2)

Administrative and Startup Fee	\$ 4,860.00
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Schedule 1

Schematic Design Submittal: (approx. five weeks)	\$ 2,800.00
Design Development Submittal: (approx. eight addn. weeks)	\$ 6,400.00
Constr. Docs. Submittal: (approx. sixteen addn. weeks)	\$ 8,748.00
Bid Phase Services Completion	\$ 1,800.00
During Construction	<u>\$ 748.00</u>
Total Schedule 1	\$20,496.00

Schedule 2

Schematic Design Submittal: (approx. five weeks)	\$ 1,625.00
Design Development Submittal: (approx. eight addn. weeks)	\$ 4,561.00
Constr. Docs. Submittal: (approx. sixteen addn. weeks)	\$ 13,122.00
Bid Phase Services Completion	\$ 2,625.00
During Construction	<u>\$ 1,311.00</u>
Total Schedule 2	\$ 23,244.00

REIMBURSABLES: (To be billed with a 1.25 coordination factor. Reimbursables other than consultants fees are not to exceed \$ 2,500.00 unless prior authorization from Owners is obtained.)

- Reproduction of documents and plotting for submittals or bidding
- Models, mockups, special renderings and special samples if requested by the Owner
- Travel, transportation and living expenses in connection with approved visits ordered by the Owner
- Overtime work if requested and authorized by the Owner. Overtime will also apply to time in excess of eight hours per day, and all time on Saturdays, Sundays, and holidays
- Photographic film and processing
- Long distance communications
- Additional insurance coverage or limits, if requested in excess of that normally carried by the

Architect.

- Postage, couriers, and handling of documents
- Fees paid for securing approval of authorities having jurisdiction over the Project

ADDITIONAL SERVICES: (To be provided only if authorized or directed by the owner. Additional Services provided by consultants are billed with a 1.25 coordination factor.)

- Making revisions to the work (when such revisions are inconsistent with approvals or instructions previously given; when revisions are made necessary by changes in laws or codes or changes in the project scope.)
- Revisions in work due to design changes or changes in project scope initiated by the Owner after approvals are given at the stages of the work as designated above.
- Representation at public hearings
- Display models or renderings of the project
- Coordination with Design and Installation of Fire Sprinkler System throughout the building should the city elect to do so.
- Schedule 3 items as mentioned in
- Production and Coordination of Separate Contract Document Packages separating Schedule 1 and 2 (Our fee for Schedule 1 and 2 is based on 1 construction document package including both)

Hourly Rates for Services

\$ 110.00 per hour - Principal

\$ 85.00 per hour - Project Manager

\$ 60.00 per hour - Designer

\$ 45.00 per hour - Draftspersons

\$ 35.00 per hour - Administrative Staff/Clerical

TO BE PROVIDED BY OWNER:

All objectives, constraints, schedule, and present conditions of the project. A budget with reasonable contingencies that meets the project requirements. All consultants in the areas of surveying, hydraulic, civil, geotechnical engineering, environmental testing, hazardous waste removal and any others required not specifically set forth above as included in the Architects Scope of Work. A designated project manager authorized to serve as a single-source of project management on behalf of the Owner with whom the Architect can communicate about any and all aspects of the project and who shall be authorized to issue instructions and provide project coordination. All legal, accounting and insurance counseling services. Engineering for repair of Storm Drain if required. Prompt payment of invoices.

TERMINATION, SUSPENSION, OR ABANDONMENT:

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

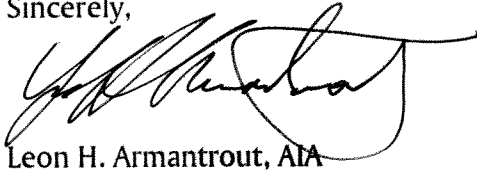
MISCELLANEOUS PROVISIONS:

This Agreement shall be governed by the law of the location of the project. The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

The Architect shall have no responsibility for the identification, discovery, presence, handling, removal, disposal of, or exposure of persons to, hazardous materials in any form at the project site, but shall coordinate the design work and schedule accordingly to any requirements thus generated.

I would be glad to discuss any questions you have or changes you would like to make in this proposal. Otherwise an authorized signature below and the return of one signed copy along with a check in the amount of \$ 4,860.00 will be considered Authorization to Proceed.

Sincerely,



Leon H. Armantrout, AIA

Approved by

Date

EXHIBIT "B"

SCHEDULES 1 & 2 TIME SCHEDULE

Schematic Design Submittal:	approx. five weeks
Design Development Submittal:	approx. eight addn. weeks
Constr. Docs. Submittal:	approx. sixteen addn. weeks

EXHIBIT "C"

See COMPENSATION & METHOD OF PAYMENT on page 5

EXHIBIT "D"

Hourly Rates for Services

\$ 110.00 per hour - Principal
\$ 85.00 per hour - Project Manager
\$ 60.00 per hour - Designer

\$ 45.00 per hour - Draftspersons
\$ 35.00 per hour - Administrative Staff/Clerical

EXHIBIT "E"

Construction Phase - Administration of the Construction Contract (From AIA Document B-141)

Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is due. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work.

The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractors' responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

The Architect shall at all times have access to the Work wherever it is in preparation or progress.

Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or

employees or other persons performing portions of the Work.

The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. The Architect's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Architects approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.