

AGREEMENT FOR ENGINEERING SERVICES

DESIGN AND PREPARATION OF IMPROVEMENT
PLANS, SPECIFICATIONS AND ESTIMATE

STREET AND DRAINAGE IMPROVEMENTS

THIS AGREEMENT, made this 15 day of May,
1984, between the City of Redlands, a municipal corporation,
hereinafter referred to as "CITY" and John Egan and Associates,
Inc. Consulting Engineers, with a place of business at 366
Orange Show Lane, San Bernardino, California 92408, herein-
after referred to as "ENGINEER";

WITNESSETH THAT:

WHEREAS, CITY desires to construct street and drainage
improvements for Judson, Lincoln and Dearborn Streets where
each cross the Zanja drainage channel, improvements to con-
sist of construction of reinforced concrete culverts and
street widening at Judson and Lincoln Streets, extension of
existing concrete culvert, widening and realignment at Dear-
born Street and appurtenant work; hereinafter referred to as
"PROJECT"; and

WHEREAS CITY has need for professional engineering
services for preparation of surveys, designs, technical

specifications, and cost estimate for construction of PROJECT; and

WHEREAS, it is beneficial to CITY to have under contract an engineering firm which can immediately perform required professional engineering services for CITY; and,

WHEREAS, ENGINEER has specialized knowledge, training and experience necessary for the work to be performed; and

WHEREAS, ENGINEER desires to perform professional engineering services for CITY under contract;

NOW, THEREFORE, be it mutually agreed as follows:

I. ENGINEER shall perform professional engineering services in conjunction with the aforementioned PROJECT including the following:

- A. Conduct survey of site(s) to procure information necessary for design.
- B. Prepare hydrology analysis of each site for design of culverts.

- C. Preparation of designs and drafting of plans for construction of drainage structures, street widening and appurtenant work, utilizing and referencing CITY and Caltrans standard drawings where applicable. Effort will include submittal to CITY for review and the making of necessary revisions for bidding and construction.
- D. Prepare technical specifications and bidding schedule.
- E. Prepare construction cost estimate.

II. CITY shall provide ENGINEER with assistance in conduct of professional engineering services by providing the following:

- A. All available reference drawings and information regarding bench marks and horizontal controls useful for the PROJECT.
- B. Right-of-way acquisitions and necessary services.
- C. Complete all environmental impact report processes required.
- D. Potholing of existing utilities where required.

- E. CITY drawing stock if desired to be used.
- F. CITY standard drawings and details, applicable to the work.
- G. Checking and approval of plans and specifications.
- H. Preparation of contract documents and general conditions.
- I. Street structural sections to be used.
- J. Reproduction for bidding.

III. Reimbursement by CITY to the ENGINEER shall be as follows:

- A. Reimbursement for services performed per Section I will be on a time and materials basis in accordance with the fees contained in Exhibit "A". Maximum amount will be \$18,300 which will not be exceeded unless prior authorization of the CITY is secured due to extra work.
- B. Services beyond the scope described in Section I such as, but not limited to, revision of design concept or

previously approved documents, or delay of ENGINEER'S performance shall be considered as extra work. Such work shall be done only after written authorization by the CITY. Reimbursement for extra work shall be as mutually agreed by CITY and ENGINEER or on a time and materials basis in accordance with the fees contained in Exhibit "A".

IV. CITY shall pay ENGINEER monthly in accordance with ENGINEER'S invoice for work completed. Invoice shall indicate the work performed and completion status for which payment is requested. Payments not received within 30 days of CITY'S receipt of invoice shall be subject to a late charge of 1.0 percent per month.

V. ENGINEER shall begin the work to be performed upon authorization from the CITY and shall diligently prosecute same to completion.

VI. This Agreement may be terminated by either party upon written notice to the other party in the event of breach by such other party, or if before the professional services herein described have been rendered CITY deems it necessary or desirable to abandon the project. In the event of such termination or any suspension of work at the written direction of the CITY, CITY shall pay the ENGINEER for work

actually performed in proportion to the work completed by the ENGINEER. Engineer shall, upon termination, submit to the CITY all calculations, applications, drawings and other work completed.

VII. ENGINEER shall complete and submit preliminary drawings and specifications for review within 60 calendar days of receipt of CITY'S authorization to proceed.

ENGINEER further agrees to complete final drawings, specifications and estimate ready for bidding within 30 calendar days after return of preliminary documents, with comments, by CITY.

VII. ENGINEER understands, and does hereby agree, that in the performance of services pursuant to the Agreement, ENGINEER shall comply with all applicable laws and governmental regulations pertaining to such services performed for CITY.

IX. This Agreement shall not be modified except by an agreement in writing signed by both parties.

X. Whenever notices are required to be given pursuant

to the provisions of this Agreement, the same shall be given by depositing the same in the course of transmission of the United States Postal Service, postage prepaid, addressed as follows:

- a. CITY: John Donnelly
Public Works Director
City of Redlands
P.O. Box 280
Redlands, CA 92373

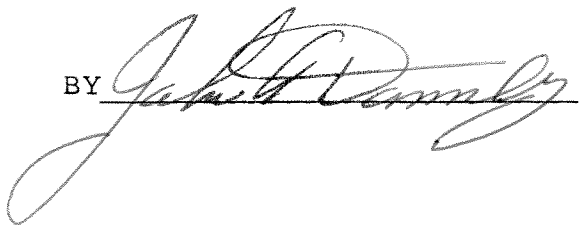
- b. ENGINEER: John G. Egan, President
John Egan and Associates, Inc.
366 Orange Show Lane
San Bernardino, CA 92408

Notices shall be deemed to have been given for the purpose of this Agreement, on the day that the same are deposited in the course of transmission of said system.

IN WITNESS THEREOF, CITY and ENGINEER have executed this agreement as of the date first above written.

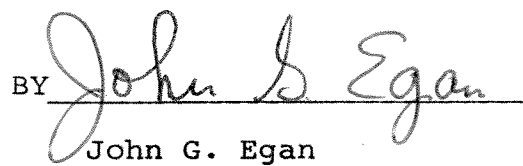
CITY OF REDLANDS, CALIFORNIA

BY

A handwritten signature in dark ink, appearing to be "John G. Egan", written over a horizontal line.

JOHN EGAN AND ASSOCIATES, INC.

BY

A handwritten signature in dark ink, clearly legible as "John G. Egan", written over a horizontal line.

John G. Egan

President

EXHIBIT "A"

JOHN EGAN AND ASSOCIATES, INC.
CONSULTING ENGINEERS

366 ORANGE SHOW LANE, SAN BERNARDINO, CALIFORNIA 92408
PHONE: (714) 889-0676 / (714) 825-1550

SCHEDULE OF FEES

Effective July, 1983

Senior Project Manager	\$70.00/hour
Project Manager	\$58.00/hour
Project Engineer	\$46.50/hour
Design Engineer/Senior Designer	\$42.00/hour
Designer/Engineer	\$32.50/hour
Drafter	\$27.50/hour
Apprentice Drafter/Engineer Aide	\$18.00/hour
Secretary	\$25.00/hour
Word Processor Typist	\$23.50/hour
Inspection	2.5 x Salary
Licensed Survey Supervisor	\$51.00/hour
Survey Crew, 3-Man	\$125.00/hour
Survey Crew, 2-Man	\$100.00/hour
<u>Miscellaneous Services</u>	
Mileage	\$0.27/Mile
Direct Expenses	
In-House Reproduction	At Cost
Subcontract Services and Fees	Cost + 8 Percent

Note: Fees Subject to Revision July 1st of Each Year