

AGREEMENT TO FURNISH ENGINEERING SERVICES

FOR

1350 ZONE RESERVOIR SITE PLAN

This AGREEMENT is made and entered into as of this 19th day of September, 1989,

by and between

City of Redlands Municipal
Utilities Department herein
after referred to as "OWNER"

and

Louis Waldo Flores,
Civil Engineer
hereinafter referred to as
"ENGINEER"

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties do hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

- 1.1 The OWNER hereby engages the ENGINEER and the ENGINEER hereby accepts the engagement to perform Engineering services in connection with preparation of a site plan for the proposed 1350 Zone Reservoir and assistance with acquisition of a Conditional Use Permit, hereinafter called the Project.
- 1.2 All work under this AGREEMENT shall be done in a professional manner, and ENGINEER represents that he is skilled in the professional expertise necessary to provide high quality services under this AGREEMENT.
- 1.3 The ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers performing the same type of work for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this AGREEMENT.

ARTICLE 2 - SERVICES OF THE ENGINEER

- 2.1 The ENGINEER will perform the services in connection with the Project as defined in Attachment A, Scope of Work.
- 2.2 The following additional services may be provided by the ENGINEER when requested and approved by the OWNER:
 1. Miscellaneous Construction surveys
 2. Additional copies of drawings and reports
 3. Miscellaneous services not specified elsewhere in the AGREEMENT.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

- 3.1 The OWNER will place at the disposal of the ENGINEER all available information pertinent to the Project, including previous reports and any other data relative to the Project.
- 3.2 The OWNER will provide access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.
- 3.3 The OWNER will provide all environmental assessments or impact reports required for this project.
- 3.4 The OWNER will designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 The ENGINEER shall proceed with the engineering services set forth in Article 2 in accordance with the schedule defined in Attachment B.
- 4.2 The ENGINEER shall proceed with the services under this AGREEMENT promptly and will prosecute them diligently.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 For the services performed under Article 2, OWNER will pay the ENGINEER on a time and materials basis at the hourly rates shown in Attachment C, Rate Schedule. The manhour estimates and total budgets are shown on Attachment D, Fee Proposal.
- 5.2 Payment for additional services requested by the OWNER per Article 2.2 will be in accordance with a separately negotiated fee or in accordance with the hourly fees shown in Attachment C, Rate Schedule.
- 5.3 ENGINEER agrees that at the point 75-percent of budgeted costs have been expended for each scope project, the ENGINEER will notify the OWNER in writing, including a brief report on job status, percent complete, analysis of budget, and envisioned expenses to complete the contractual effort. Budgets shall not be exceeded except if previously approved by OWNER.
- 5.4 The ENGINEER shall bill the OWNER within ten days following the close of each month by submitting an invoice indicating the work performed, who performed the work, and the detailed cost of all work including backup material, if requested.

Payments by OWNER to ENGINEER shall be made within 30 days after receipt and approval of ENGINEER'S invoice, by warrant payable to Louis Waldo Flores.

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:

TO OWNER: CITY OF REDLANDS
Municipal Utilities Department
P. O. Box 3005
2 E. Citrus Avenue
Redlands CA 92373

TO CONSULTANT: Louis Waldo Flores
826 Brookside Avenue, Suite C
P. O. Box 2011
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 6 - INSURANCE AND INDEMNIFICATION

- 6.1 ENGINEER shall maintain, whenever required by law, worker's compensation insurance and, in addition, shall maintain insurance to protect OWNER 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 services covered by this AGREEMENT. Said public liability and property damage insurance shall be in a minimum combined single limit of \$1,000,000 per occurrence. The OWNER shall be named a primary additional insured on insurance coverage for public liability and property damage. The ENGINEER shall provide OWNER with a certificate evidencing such insurance coverage. The requirements of this Article apply to all sub-consultants performing work under this contract.
- 6.2 ENGINEER agrees to indemnify, hold harmless and defend OWNER and any and all of their officers, agents and employees from and against all claims, loss, damage, charge or expense, 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 ENGINEER, his contractors, his suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable in the performance of the services described in this AGREEMENT.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 In the event of any legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, expenses, including attorney's fees, as may be set by the Court.
- 7.2 The ENGINEER shall not sublet or assign any of the work covered by this AGREEMENT, except with the prior written approval of the OWNER and in strict compliance with the terms, provisions, and conditions of the CONTRACT.

- 7.3 The key ENGINEER'S personnel proposed for this project are as follows:

Louis Waldo Flores

ENGINEER agrees that these key people will be made available and assigned to the OWNER'S project, and that they will not be replaced without concurrence from the OWNER.

- 7.4 It is understood and agreed by and between the parties that all documents, records, drawings, designs and specifications, cost estimates, and other project documents developed by the ENGINEER pursuant to this AGREEMENT shall become the property of OWNER and shall be delivered to OWNER if and when requested upon completion of services. Any reuse of such documents for other projects and any use of incomplete documents will be at the OWNER's sole risk.
- 7.5 ENGINEER is for all purposes an independent contractor. All qualified personnel provided by ENGINEER pursuant to the provisions of this AGREEMENT are to be employed by ENGINEER for his account only, and in no event shall ENGINEER or any personnel retained by him be deemed to have been employed by the OWNER or engaged by the OWNER for the account of or on behalf of the OWNER.
- 7.6 Unless earlier terminated as stipulated below, this agreement shall terminate upon completion and acceptance by the OWNER of all work approved for performance under Article 2 of this AGREEMENT.
- 7.7 This AGREEMENT may be terminated in writing by either party in the event of failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party: PROVIDING, that no such termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 7.8 If this AGREEMENT is terminated by the OWNER for reasons of default by the ENGINEER, an adjustment to ENGINEER'S compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services,

and (2) any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs to the OWNER occasioned by the ENGINEER'S default. If termination for default is effected by the ENGINEER, the adjustment in compensation shall provide for payment to the ENGINEER to include a reasonable profit for services rendered and reimbursement for expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm and approved by OWNER prior to the termination.

- 7.9 Upon receipt of a termination notice, the ENGINEER shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this AGREEMENT.
- 7.10 ENGINEER shall maintain books and accounts of all project related payroll costs and all expenses and incidental expense. Books shall be available at all reasonable times for examination by the OWNER at the office of the ENGINEER.
- 7.11 This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT to be effective shall be in writing and signed by the OWNER and ENGINEER.
- 7.12 This AGREEMENT is to 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

By Carol Desmarch
Mayor

By Louis Waldo Flores
Louis Waldo Flores

ATTEST [Signature]
City Clerk

Date September 19, 1989

ATTACHMENT A

LOUIS WALDO FLORES

Civil Engineer

(714) 798-3858

May 25, 1989

Mr. Richard W. Corneille, Utilities Director
City of Redlands
P.O. Box 280
Redlands, CA 92373

Subject: Proposal for Professional Services
1350 Zone Reservoir Site Plan



Dear Mr. Corneille,

INTRODUCTION

At your request, we are submitting this proposal to provide professional services to prepare comprehensive topographic and related mapping to aid in producing a site plan for approximately 19 acres of property located in the City of Redlands. This proposal is based upon your request for proposal dated May 22, 1989 and upon conversations with your staff. We have visited the site for the purpose of preparing this proposal and to review the present site conditions.

SCOPE OF WORK: We propose the following scope of work.

- a) Review existing mapping, title and environmental information. Research utility information and existing boundary data. Compile utility information for presentation on base map.
- b) Perform boundary survey. Perform control surveys for aerial topographic mapping of approximately 32 acres involving the site and adjacent public streets. Perform field surveys to locate and tie existing public utilities to new horizontal control.
- c) Contract to obtain aerial topographic manuscript plotted at a scale of 1"=40' for all property involved in this proposal and for public right of way fronting said property (32 Ac.).
- d) Prepare a base map at a scale of 1"=40' reflecting all surface and subsurface utilities, structures, topographic features, and boundary data. Prepare a reduction of base map at a scale of 1"=50'.

- e) Prepare a preliminary site plan reflecting the ultimate site development of two 3.5 million gallon reservoirs with related support facilities on approximately 6 acres of the subject parcel. Site plan is to show preliminary grading design of developed site and access roadway. Site plan shall show the spatial relationship of developed portion to the undeveloped portion of the site. Site plan is to be acceptable for use as CUP site plan submittal to the Planning Department.
- f) Assist Municipal Utilities Division in securing a Conditional Use Permit from the City of Redlands for this project.

PROJECT APPROACH

We propose to coordinate our efforts to prepare a concise, comprehensive topographic base map at 1"=40'. Said map is to include the adjacent fronting public streets. Such a map can be utilized for design purposes now or in the future. Possible uses include offsite utility installations adjacent to the site, onsite future site and grading design, and for a portion of the offsite street and storm drain improvements.

The use of aerial topographic mapping combined with field surveys compiling all surface & subsurface utilities will provide mapping that can be reduced or enlarged to suit a variety of design needs. This is desired since the site in question will have a variety of different site uses. It is assumed that site development of the total land area will occur over time. The preparation and filing of a Record of Survey will establish record data for monumentation set by a boundary survey.

Preliminary grading and site design can be accomplished at the reduced scale of 1"=50'. At this scale, the entire land area along with adjacent fronting streets can be shown on one standard City plan sheet. Thus this mapping can be used in the final design of all of the onsite and offsite facilities. The design of street improvements will require additional fieldwork. Thus the Municipal Utilities Division can reduce the overall cost of the design of future improvements by utilizing the concise mapping and information we can produce at this time.

PROJECT SCHEDULE

The schedule as proposed by the Municipal Utilities Division for preparation of the topographic mapping and site plan is acceptable. We can produce the mapping necessary for review by your staff in the time allotted. Final approval of Record

May 25, 1989
City of Redlands

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of Survey or for a Parcel Map will not fit into the schedule proposed. The preparation of these maps can be accomplished in the time proposed, but plan checking by county surveyor or the city engineer will require a minimum of 60 days. The use of boundary information generated by field survey can still be utilized in the preparation of site plans and topographic mapping in advance of approval of boundary record mapping.

SUBCONTRACT ARRANGEMENTS

All research and engineering design will be performed by this firm. Most all surveying and map drafting will be performed by this firm. It is possible subcontract arrangements for some fieldwork and map drafting may be necessary to meet the project deadline. Aerial topographic mapping will be a subcontract arrangement. We will provide survey control.

This firm at times utilizes the skill of a professional land surveyor to assist with fieldwork. All map drafting, both in house and subcontract, is performed in our office. Fees paid to subcontractors in normally on an hourly basis.

Personnel and organizational conflicts of interest prohibited by law do not exist with the contract personnel currently working with this firm. Louis Waldo Flores, Civil Engineer does not have any organizational or personnel conflicts of interest prohibited by law for performance of work on this project.

ESTIMATED PROFESSIONAL FEE

Our fees are based upon time and materials, in accordance with the accompanying fee schedule. Breakdown for each phase of work is shown below.

Boundary survey, prepare and file Record of Survey	\$ 2,210.00
Aerial topographic mapping	2,000.00
Field surveys: Aerial control & calcs. Field locate and tie utilities	2,570.00
Prepare base maps. Prepare site plan. Preliminary grading and road design	2,480.00
Assist MUD with CUP processing. Estimated	1,640.00
TOTAL ESTIMATED FEE	\$ 10,900.00

May 25, 1989
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Our fees are based upon performing professional work that is acceptable to ourselves, our client, and the various governing agencies. We retain the services of reputable and responsible personnel experienced in the type of work to be performed. Accordingly, we will not incur expenditures above \$ 10,900.00 without prior approval from the client.

Fees for professional services beyond the scope of work as described in this proposal, such as construction staking, design work not presently identified, construction estimates, or meetings with the client's designated agents on unrelated work, will be accrued on a time and materials basis. It will be considered extra work and be billed separately. The accompanying fee shedule shall apply unless arrangements otherwise are made.

The opportunity of submitting this proposal is sincerely appreciated. If this proposal meets your requirements, or if other information is needed, please contact the undersigned.

Sincerely,

LOUIS WALDO FLORES, CIVIL ENGINEER

A handwritten signature in cursive script, appearing to read "Louis Waldo Flores".

Louis Waldo Flores, P.E.

LWF / jlf

ATTACHMENT B

PROJECT SCHEDULE

<u>ITEM</u>	<u>COMPLETION DATE</u>
1. City Issues Notice-to-Proceed	September 20, 1989
2. Submit Preliminary Site Plan and Topographic Map	October 23, 1989
3. Submit Final Site Plan and Topographic Map for Review	November 17, 1989

ATTACHMENT C

LOUIS WALDO FLORES

Civil Engineer

(714) 798-3858

June 1989

CITY OF REDLANDS -- Proposal 938
1350 Zone Reservoir Site Plan

FEE SCHEDULE FOR HOURLY RATE WORK

Civil Engineer	\$ 80.00 / hr
Draftsmen & Technicians	45.00 / hr
Computer Time/Survey Calcs	80.00 / hr
2 man survey crew	120.00 / hr
3 man survey crew	140.00 / hr
Travel (survey crew)	60.00 / hr
Administrative/Clerical	23.00 / hr
Blueprints (24 x 36)	1.25 / sheet (after first six plan sets have been issued)
Blueprints (Misc. size)	0.20 / sq. ft. (\$1.00/sheet minimum)

LOUIS WALDO FLORES

Civil Engineer

(714) 798-3858

Proposal 938

CITY OF REDLANDS -- Zone 1350 Reservoir Site Plan

ESTIMATED PROFESSIONAL FEE --- MAN HOUR COST BREAKDOWN

1. Boundary Survey, prepare & file Record of Survey

Research Boundary Information	3.0 hr @ \$80	\$ 240.00
Survey Precalculations	3.0 hr @ \$80	240.00
Boundary Survey (2 man crew)	6.0 hr @ \$120	720.00
Drafting of Record of Survey	7.0 hr @ \$45	315.00
Submit to County Surveyor	3 trips @ \$150	450.00
County Surveyor Filing Fee	\$100/ea	100.00
Materials / Clerical / Misc.	3.0hr @ \$23 plus materials	145.00
1. Subtotal		\$ 2,210.00

2. Aerial Topographic Mapping

Subcontract to Aerial Firm	30 ac. @ \$50/ac	\$ 1,500.00
Coordinate with aerial firm & provide information/handling	Lump Sum	500.00
2. Subtotal		\$ 2,000.00

3. Field Surveys: Aerial Control and Calculations

Field locate & tie utilities

Field Survey - Aerial Control	6.0 hr @ \$120	\$ 720.00
Reduce Notes - calculations	6.0 hr @ \$80	480.00
Set Ties to Targets & monuments	2.0 hr @ \$120	240.00
Research City plans & utilities	4.0 hr @ \$80	320.00
Field Locate Utilities (2 man)	4.0 hr @ \$120.00	480.00
Reduce Notes utilities locations	3.0 hr @ \$80	240.00
Materials (Paint, stakes, etc. Estimated		90.00
3. Subtotal		\$ 2,570.00

continued on next page.

LOUIS WALDO FLORES

Civil Engineer

(714) 798-3858

Proposal 938 -- City of Redlands
Man hour cost breakdown, continued

4. Prepare Base Maps

Engineer develop site plan / Design	13.0 @ \$80	\$ 1,040.00
Meetings with MUD	4.0 @ \$80	320.00
Plan Drafting	20.0 @ \$45	900.00
Clerical	6.0 @ \$23	138.00
Materials / miscellaneous		82.00

4. Subtotal \$ 2,480.00

5. Assist MUD with CUP Processing

Engineer - Public meetings: Design Review ERC, Planning Commission, Council Consultation with MUD etc.		
Engineer	15 hrs @ \$80	\$1,200.00
Drafting - Estimated	6 hrs @ \$45	270.00
Clerical	6 hrs @ \$23	138.00
Miscellaneous		32.00

5. Subtotal \$ 1,640.00

TOTAL ESTIMATED FEE \$10,900.00