

AGREEMENT TO FURNISH CONSULTING SERVICES

FOR

DESIGN OF WATER FEATURES
I-10 / SR 30 INTERCHANGE

This AGREEMENT is made and entered into as of this 20th day of January, 1993;

by and between

City of Redlands Public Works
Department herein after
referred to as "OWNER"

and

STO Design Group, Inc.,
hereinafter referred to as
"CONSULTANT"

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

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

- 1.1 The OWNER hereby engages the CONSULTANT and the CONSULTANT hereby accepts the engagement to perform engineering evaluation and design services in connection with the I-10 / SR 30 water feature project as outlined in the Request for Proposal dated December 11, 1992, hereinafter called the Project.
- 1.2 All work under this AGREEMENT shall be done in a professional manner, and CONSULTANT represents that he is skilled in the professional expertise necessary to provide high quality services under this AGREEMENT.
- 1.3 The CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professional civil engineers performing the same type of work for the professional and technical soundness, accuracy and adequacy of all studies, designs, drawings, specifications, and other work and materials furnished under this AGREEMENT.

ARTICLE 2 - SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT will perform the services in connection with the Project as defined in Attachment "A", Scope of Services.
- 2.2 Additional services may be provided by the CONSULTANT when requested and approved by the OWNER.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

- 3.1 The OWNER will place at the disposal of the CONSULTANT 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 CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform his work under this AGREEMENT.
- 3.3 The OWNER will provide 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 CONSULTANT shall proceed with the engineering services set forth in Article 2 in accordance with the Schedule of Design Process as defined in Attachment "B".
- 4.2 The CONSULTANT 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 CONSULTANT on a time and materials basis at the hourly rates shown in Attachment "C", Fee and Total Cost of Services.
- 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", Consultant's Fee Schedule for Additional Services.

- 5.3 CONSULTANT agrees that at the point 75-percent of budgeted costs have been expended for each scope project, the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be made within 30 days after receipt and approval of CONSULTANT'S hereinabove invoice, by warrant payable to STO Design Group, Inc.

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:

Ronald C. Mutter
Assistant City Manager/
Public Works Director
CITY OF REDLANDS
Public Works Department
P. O. Box 3005
Redlands CA 92373

TO CONSULTANT:

STO Design Group, Inc.
1921 E. Carnegie Ave.
Suite 3-E
Santa Ana CA 92705

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 CONSULTANT shall maintain 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 CONSULTANT shall provide OWNER with a certificate evidencing such insurance coverage.

- 6.2 CONSULTANT agrees to maintain professional liability insurance pursuant to this paragraph to protect OWNER 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.
- 6.3 CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT'S personnel proposed for this project are as follows:

CONSULTANT 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 CONSULTANT 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 CONSULTANT is for all purposes an independent contractor. All qualified personnel provided by CONSULTANT pursuant to the provisions of this AGREEMENT are to be employed by CONSULTANT for his account only, and in no event shall CONSULTANT 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 CONSULTANT, an adjustment to CONSULTANT'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 CONSULTANT at the time of termination may be adjusted to the extent of any additional costs to the OWNER occasioned by the CONSULTANT'S default. If termination for default is effected by the CONSULTANT, the adjustment in compensation shall provide for payment to the CONSULTANT 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 CONSULTANT relating to commitments which had become firm and approved by OWNER prior to the termination.

- 7.9 Upon receipt of a termination notice, the CONSULTANT 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 CONSULTANT in performing this AGREEMENT.
- 7.10 CONSULTANT 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 CONSULTANT.
- 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 CONSULTANT.
- 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.

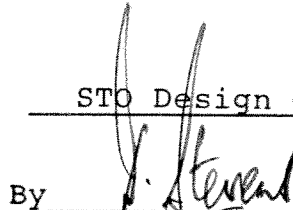
CITY OF REDLANDS

By


Mayor

STO Design Group, Inc.

By


President

ATTEST


City Clerk

Date January 20, 1993

STO DESIGN GROUP, INC.

LAKES & WATERSCAPE SYSTEMS

January 6, 1993

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**PROJECT: DESIGN OF I-10/SR30 INTERCHANGE WATER FEATURES
- CONSULTANT'S PROPOSAL**

- I. SCOPE OF SERVICES - The Water Feature Consultant shall provide design and consulting services for the water features for the referenced project, as follows:**

A. EVALUATION PHASE

1. Review of preliminary concept, including proposed lake location(s)
 - o Caltrans criteria for depth, slopes, security, etc.
2. Comparison of "One Lake" vis-a-vis "Two Lake" layout
 - o Relative advantages/disadvantages
 - o Cost comparison
 - o Aesthetic aspects
3. Irrigation Storage
 - o Capacity
 - o Drawdown requirements

B. PRELIMINARY/DESIGN DEVELOPMENT PHASE

1. Review of project materials. Site visit for information gathering and meeting with Caltrans and City officials
 - o Site survey: water features site, site soil types and geotechnical conditions, water supply, electrical power, etc.
 - o Review with Client to establish design goals for lakes and water features, proposed Design Criteria, optimum lake features, etc.
 - o Review with Client total design program for water features: Construction Documents, construction program, project schedule, operational testing, maintenance, etc.
2. Establish the requirements and/or Design Criteria for each individual pond feature, in terms of:
 - a) Intended uses and operational functioning, including:
 - o Aesthetic value
 - o Irrigation storage
 - b) Water Quality design criteria and Water Quality Treatment
 - c) Lake sections, water depths, bottom contour, freeboard: Based on Caltrans grading plans, prepare lake bottom grading and Base Sheet for the Water Feature Plans.

**PROJECT: DESIGN OF I-10/SR30 INTERCHANGE WATER FEATURES
- CONSULTANT'S PROPOSAL**

Provide hydraulic calculations, analysis, reports, equipment cut sheets, and other support documents for Caltrans' and City's review.

2. Submit plans for approval. Plan revisions work to comply Caltrans' and City's shall be provided as part of the contract.
3. Prepare itemized bid form for water feature construction.
4. Allow for 2 meetings for this phase of the project.

D. CONSTRUCTION PHASE & OPERATIONAL PHASE

1. Review of Contractor's submittals and shop drawings.
2. Provide technical consulting services, plan interpretation, etc.
3. Provide periodic construction review on the progress of work. Provide written "Action Item" punch list to Caltrans.
4. Final review and operational start up of the system.
5. Prepare Water Feature Operational Manual.

The Operational and Maintenance Manual shall be prepared in accordance with the following subject format:

- A. Introduction
- B. Description, Statistics of the Lake System
- C. Intended Uses and Operational Functioning
- D. Aesthetics and Water Quality System
- E. Maintenance and Operational Procedure
- F. Service Manuals and Component Parts of Lake System Equipment
- G. Water Feature Plans (provide reduced set)
- H. Labelled photo exhibits of the completed system

Submit 6 sets for Client's use.

6. Allow for 3 trips to the site or Caltrans' office for this phase of the project.

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**PROJECT: DESIGN OF I-10/SR30 INTERCHANGE WATER FEATURES
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1. METHODOLOGY AND APPROACH

The methodology and approach for the proper execution of the design work is provided for and described in detail in the Special Design Provisions of the RFP, herewith adopted and made part of this proposal.

Additionally, a written report will be provided that sums up the findings of the Evaluation and Preliminary Design Development Phase for the City's and Caltrans' review.

The basic design goals are to ensure that the lakes meet the required function of landscape irrigation storage. Equally important, the lakes must function as aesthetic features -i.e. - there must be good water quality in the lakes. Circulation, aeration, filtration and other water quality treatment may be required to accomplish this. The lakes must be designed in order that they can be sustained with a reasonable degree of maintenance. The lakes must adhere to all safety codes and must not become aquatic nuisances or safety hazards.

In order to achieve these goals, the Water Feature Consultant must provide design solutions that have proven successful in other water feature projects. STO Design Group, Inc. and its Principals, with their track record and expertise, are eminently qualified to provide the needed design solutions for the stated project goals.

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2. SCHEDULE OF DESIGN PROCESS

It is our understanding that time is of the essence and that the project must be completed without fail within established dates.

STO has fully reviewed the requirements of the project and is prepared to commit to complete the work and deliver the project within the following Scheduled Dates.

MILESTONE EVENTS/ESTIMATED TIME AND PROJECTED DATES

CONTRACT AWARD or Authorization to Proceed		<u>Projected Dates</u> (Jan 18-Jan 22)
EVALUATION PHASE:	1.0 week	(Jan 18-Jan 22)
PRELIMINARY DESIGN DEVELOPMENT PHASE	2.0 weeks	(Jan 25-Feb 5)
CONSTRUCTION DOCUMENTS		
- 90% Submittal	3.0 weeks	(Feb 8-Feb 26)
- Caltrans' Review	1.0 week	(Mar 1-Mar 5)
- Plan Corrections 100% CD Submittal to Caltrans	0.5 week	(Mar 8-Mar 9)

FINAL PACKAGE READY FOR SUBMITTAL: March 10, 1992.

STO DESIGN GROUP, INC.

LAKES & WATERSCAPE SYSTEMS

January 6, 1993

PROJECT: DESIGN OF I-10/SR30 INTERCHANGE WATER FEATURES
- CONSULTANT'S PROPOSAL

FEE AND TOTAL COST OF SERVICES

EVALUATION AND PRELIMINARY DESIGN DEVELOPMENT PHASE	\$ 3,500
CONSTRUCTION DOCUMENT PHASE	\$10,800
CONSTRUCTION/OPERATIONAL PHASE	\$ 3,500
TOTAL NOT TO EXCEED FEE FOR 2 LAKE RESERVOIR SYSTEM	<u>\$17,800</u>
FEE REDUCTION FOR 1 LAKE SYSTEM	\$ 2,500

CONSULTANT'S FEE SCHEDULE FOR ADDITIONAL SERVICES

PRINCIPALS	\$100 / HR
REGISTERED ENGINEERS	\$ 80 / HR
DRAFTSPERSON	\$ 45 / HR
SECRETARIAL	\$ 30 / HR
REIMBURSABLE EXPENSE	Cost plus 10%