

AGREEMENT TO FURNISH CONSULTING SERVICES

This Agreement is made and entered into this 6th day of July, 2004 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Torti Gallas and Partners, Inc. hereinafter ("Consultant").

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

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby retains Consultant to perform professional consulting services in connection with the development of a "Master Plan" for City's downtown business area ("Services").
- 1.2 The Services shall be performed by Consultant in a professional manner and Consultant represents that it has the skill and professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Consultant's proposal to City dated June 28, 2004, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.
- 2.2 Consultant shall comply with applicable Federal, State and local laws in connection with its performance of the Services including, but not limited to, applicable State Labor Code requirements and the State's Fair Employment and Housing Act.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant, in a timely manner, complete and accurate information in City's possession that is relevant to the performance of the Services.

- 3.2 City will provide Consultant with access to City-owned property as required by Consultant to perform the Services.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Consultant shall complete the Services by December 10, 2004, in accordance with the performance schedule attached hereto as Exhibit "B." The parties agree that time is of the essence in Consultant's performance of the Services.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services, including reimbursable expenses, shall not exceed \$155,350.00, and each individual task (tasks 1 through 5) performed by Consultant shall not exceed the amount specified for such task as described in Exhibit "A."
- 5.2 Consultant shall bill City within ten days following the end of each month by submitting an invoice indicating the portion of the Services performed, who performed the Services and the cost of such Services, including backup documentation. Payments by City to Consultant shall be made within thirty (30) days after receipt and approval of Consultant's invoice, by warrant payable to Consultant.
- 5.3 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 shall be addressed as follows:

City

Jeff Shaw, Director
Community Development Dept.
P.O. Box 3005
Redlands, CA 92373

Consultant

Neal Payton, Principal
Torti Gallas and Partners, Inc.
1300 Spring Street, 4th Floor
Silver Spring, MD 20910

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

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 Consultant's Insurance to be Primary

All insurance required by this Agreement shall be maintained by Consultant during the term of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with Certificates of Insurance and endorsements evidencing such insurance prior to commencement of the Services. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.

6.2 Workers' Compensation and Employer's Liability

- A. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the term of this Agreement in amounts which meet statutory requirements with an insurance carrier acceptable to City.
- B. City and Consultant expressly waive all rights to subrogation, each against the other, their respective elected officials, officers and employees for losses arising from the Services performed under this Agreement. Consultant expressly waives Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the parties. This waiver shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence

of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.

- 6.3 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate for public liability, property damage and personal injury is required. Consultant shall obtain an endorsement that City shall be named as an additional insured.
- 6.4 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.
- 6.5 Business Auto Liability Insurance. Consultant shall have business auto liability coverage with minimum limits of one million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's performance of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Consultant shall obtain an endorsement that City shall be named as an additional insured.
- 6.6 Assignment and Insurance Requirements. Consultant is expressly prohibited from assigning any of the Services to be performed under this Agreement without the express written consent of City. In the event of mutual agreement between the parties to assign a portion of the Services, Consultant shall add the assignee as an additional insured and provide City with the insurance endorsements prior to any work being performed by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement.

- 6.7 Hold Harmless and Indemnification. Consultant shall indemnify and hold harmless City, its elected officials, officers and employees from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorneys' fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of, or in connection with, Consultant's negligent and/or intentionally wrongful acts or omissions in performing the Services, but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its elected officials, officers and employees or agents.

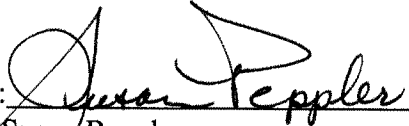
ARTICLE 7 - GENERAL CONSIDERATIONS

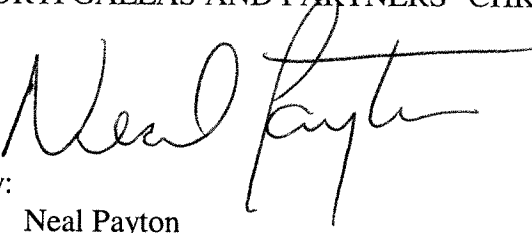
- 7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.
- 7.2 All documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant pursuant to this Agreement shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents and any use of incomplete documents will be at City's sole risk.
- 7.3 Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or in behalf of, City.
- 7.4 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

TORTI GALLAS AND PARTNERS · CHK, INC.

By: 
Susan Pepler
Mayor

By: 
Neal Payton
Principal

ATTEST:

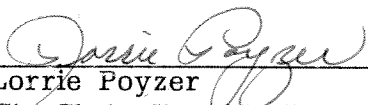

Lorrie Poyzer
City Clerk, City of Redlands

EXHIBIT "A"

TORTI GALLAS AND PARTNERS · CHK

Architects of Community

June 28, 2004

Mr. Jeffery Shaw
Community Development Director
P.O. Box 3005
Redlands, CA 92373

Via E-Mail and Mail

Re: Revised Phase I Scope for Downtown Master Plan and Cost Proposal

Dear Jeff:

As requested, we have developed a refined Scope of Work for the Downtown Master Plan breaking the Tasks down into individual Phases with the goal of beginning Phase I immediately within the City's original budget. The following proposal is for Phase I of a Downtown Master Planning process which will include all work through Task 5 of the original 8 tasks. Tasks 6 through 8 will be completed once additional funds have been identified and secured for this work. This proposal is a working document and we look forward to continuing this discussion of scope and fee with you to come to a mutually agreed upon conclusion that will insure an outstanding plan within your City's budgets. We propose the following for Phase I of the overall Downtown Master Plan and EIR process:

Task 1: Review and Evaluation of City's Codes, Specific Plans, General Plan and other studies:

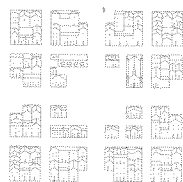
\$6,840. Team

- Pre-Tasks Staff and Project Team Scoping and Approach Conference Calls
- Compile base sheet information using City supplied GIS plan drawings (*City to Provide*)
- Review past plans including General Plan, Downtown Specific Plan, Parking Code, Zoning Code other policy documents, MEA/EIR for Redlands General Plan, General Plan Traffic Study Technical Report and constraints.
- Develop a matrix to compare the goals, objectives and requirements of the material gathered and analyze the potential impact on the City's Goals and Objectives.

Task 2: Interviews with Developer Teams and Stakeholder Groups:

\$1,900. Team

- Meet with each individual developer or group in a one-on-one process to better understand their goals, visions and actual plans for their project in downtown and/or for their particular property interests. (*Initial interviews and report completed*)
- Meeting with Hopkins and General Growth to follow-up on their latest program and development proposal for the Mall site. Torti Gallas to Teleconference into meeting and Mike Bates to attend.
- If additional Development Groups are added to the Downtown group of Developers, we would be happy to continue the interview process with these groups within the Pre-Charrette or Charrette process to gain a better understanding of their program and issues.



Principals

John Francis Torti, FAIA

Thomas M. Gallas, CPA

Tunca Iskir

Luis H. Bernardo

Robert S. Wallach, RA

Sylvia S. Munero

Cheryl A. O'Neill

Charles G. Coleman, III, RA

Michael R. Nicolaus, AIA

Maurice Walters, AIA

Daniel Ashtary, AIA

Bruce D. Kennett, AIA

Sherief Elfar, AIA

Robert S. Goodill

Neal I. Payton, AIA

Chaiwat Pilanun

Thomas E. Danco, AIA

Lawrence V. Antoine, AIA, AICP

Mark David Drake, RA

Raymond M. Jenkins, AIA

Patrice E. McGinn

Paul R. Mortensen, RA



- Discuss the visions and goals for downtown with different Stakeholder groups including growth opponents. (*Initial interviews and report complete*) Follow-up discussions to be included in Charrette Process.
- Confirm development programs and schedules, identify key issues including parking and transportation issues, opportunities and constraints, receive all market information available to build consensus towards the City's goals and objectives in creating a downtown master plan. (*Complete with new market information ongoing*)

Task 3: Develop a Master Plan Development Program for Downtown Redlands:

\$20,060. Team

- Work with the City and Stakeholders to create a Preferred Development Program for downtown Redlands using the information gained in Tasks 1 and 2.
- With the City Staff and Stakeholders, organize and facilitate a Programming Workshop
- Identify the downtown parking and traffic circulation strategies necessary to successfully support the Master Plan development program.
- Review and comment on potential land uses and programs, including comment on trip generation characteristics, parking needs, and potential for transit and pedestrian needs.
- Provide information on the adequacy of the current circulation system downtown. This will be taken from the Existing Conditions chapter of the Traffic Study to be prepared in Task 8.
- Conduct a preliminary traffic assessment (focused in the downtown area) of potential traffic improvements and necessary circulation improvements of up to two potential development programs to confirm viability with respect to transportation issues. (These could be either two alternatives or two iterations of a preferred alternative).
- Address how the future use of the rail line and a downtown rail station, could integrate with the development program. This will include: coordination with SANBAG, Metrolink, BNSF, and Omnitrans; an evaluation of potential locations for a downtown rail station; and identification of a preferred location for the rail station.
- Develop an overall parking plan concept for the downtown area for presentation at the charrette. This will be taken from the work conducted in Task 5 regarding the optimum location of new parking structures, as well as a park-once policy for downtown.
- Develop an overall circulation plan concept for the downtown area for presentation at the charrette, including traffic circulation, transit, and pedestrian circulation.

Task 4: Organize and Conduct a Downtown Redlands Master Plan Design Charrette:

\$71,640. Team

Pre-Charrette:

- Organize the Consultant Team and prepare base design material for use at the Charrette.
- Analyze the site and develop diagrams explaining key elements, opportunities, and constraints pertinent to the master plan design, parking and transportation.
- Update, refine and consolidate the many visions and goals of the different development entities and of the City.
- From the initial Traffic Study, determine the likely loads at specific street intersections to determine if new intersection designs will be required.



- Using the Traffic Study, determine the best available locations for a preferred site for the State Street area Parking Garage to be determined in the Charrette.
- City to provide space for the Charrette including chairs, tables and refreshments for visitors if necessary. City will also advertise Charrette schedule to maximize citizen and stakeholder participation.

Charrette:

- Kick off the 4-day interactive Charrette with visual presentation designed to create a clearer understanding and awareness of the design issues associated with the downtown area and methods to achieve traditional neighborhood design. The consultant team will discuss their understanding of the site with the stakeholders group and we will show vivid examples of peer communities that have been successful.
- Evaluate and determine the most advantageous location for a Downtown State Street area parking garage. Incorporate this location with the Core Block and Mall locations into an overall City Park Once Parking strategy.
- With City and Stakeholders, refine strategies for the development of the Master Plan.
- Creation of a synthesized vision for the Downtown Master Plan.
- Computer perspective images of proposed Development along streets.
- Professional perspective renderings.
- Develop site plans, street sections, preliminary parking structure designs, landscape plans, and diagrams to fully explain the programmatic requirements and urban and architectural design intent.
- Creation of a preliminary development schedule indicating a hierarchy of projects, milestones, and phases.

Post Charrette:

- Return to our offices to create the refined version of the Master Plan.
- Create the refined first draft of the downtown Master Development Plan with an outline for implementation. This will include the following.
 1. An Illustrative Site Plan showing proposed landscape and roof plans.
 2. A Regulating Plan (the basis for an urban design code) identifying building types and uses, streets and open spaces.
 3. Illustrative diagrams identifying parking locations, primary and secondary pedestrian and vehicular connections, public spaces, phasing options, etc.
 4. Typical Street Sections.
 5. A Program Matrix.
 6. An Implementation Agenda and Schedule identifying immediate, intermediate term and long term goals and milestones.
 7. Professional renderings and computer simulations showing different views throughout the Master Plan site used to illustrate a vision of the massing and character of the redeveloped area.



Task 5: Prepare an Analysis for Locating a Parking Garage South of Redlands Boulevard:
\$12,960. TMG

The task will be incorporated into the Charrette process and will address the parking needs of the CBD, including parking space requirements, garage locations, and concept designs. Most of The Mobility Group work will need to be completed prior to the charrette in order to present informed options for the parking concept plan. Following the charrette, the analysis of parking need and supply will need to be updated to reflect changes identified during the charrette.

- Identify and document the existing parking supply in the downtown, and its current utilization at key times of the day (mid-morning, lunch, mid-afternoon, evening). It is assumed that the analysis is already largely completed for the Core Block area and that this task will focus on the remainder of the CBD (the boundary of the Parking Study is assumed to be Eureka, Pearl, 9th and Olive, and will include consideration of mall parking). Although information will be used from the core block study to the maximum extent possible, additional data collection on the parking inventory and its utilization will also be necessary.
- Analyze future land uses (the development program) to determine future parking needs, including a shared parking analysis for the park-once strategy in order to determine the net parking need in the downtown. This will be identified separately for three areas: the Core Block (analysis largely completed), the area around the Mall, and the area east of Orange Street.
- Identify and evaluate up to three alternative locations for a parking garage(s) to satisfy this need with a pros/cons and ranking analysis. The TMG analysis will address convenience for park-once, proximity to parking demand, traffic access/egress, traffic circulation, pedestrian access/circulation, and implementation issues.
- Identify an overall parking plan for the downtown, including a consensus preferred location for the new parking garage(s).
- Develop a preliminary design (design concept, preliminary plan, and architectural guidelines) for the parking structure at the preferred location, with input from TMG.

Task 5a: Preparation of Traffic Study for Use in Master Plan and Garage Location
\$8,900. TMG

This task will provide the traffic analysis base for the Task 3 work. The traffic study will set up a local traffic impact model which will be used to conduct the analysis, and which will also be used for the subsequent EIR traffic study.

Analysis Locations

Based on an initial review, we have assumed that the traffic study will need to address approximately 25 intersections in the Downtown Master Plan Area for use in the Master



Planning process. This information can be further used during the EIR process in a later Phase. Given the nature of land uses expected to be included in the Downtown Master Plan, it will be necessary to analyze both the morning (a.m.) and afternoon (p.m.) peak hours.

Analysis Scenarios

The traffic analysis will address the following conditions:

1. Existing Conditions.
2. Master Plan (Project) transportation characteristics (trip generation, mode split, trip distribution, etc.).
3. Future Short-Term Conditions (Year 2006/7) – with Master Plan traffic, and potential mitigation needs.

Traffic Study Analysis

For each of these conditions the Traffic Study will address intersection level of service.

The analysis will identify potential significant traffic impacts from the Master Plan and the need for and general type of mitigation measures.

Task 5b: Traffic Study Data Collection

\$10,400. TMG

The following data will need to be collected for the traffic study.

- Traffic Data Collection (to be done prior to the Charrette)
This will include intersection vehicle turn counts for the a.m. and p.m. peak hours at an estimated 25 locations in the downtown. Locations are identified in Attachment A at the end of this document.

The Proposed Range of Fees for Proposed Tasks are as follows:

Task	Torti Gallas Fee	L. Arch	Traffic/Parking	Environmental
Task 1:	\$5,500		\$1,340	
Task 2:	\$500		\$1,400	
Task 3:	\$6,000.		\$13,260	\$800
Task 4:	\$53,000.	\$10,000	\$7,840	\$800
Task 5:	\$0.00		\$12,960	
Task 5a:	\$0.00		\$8,900	
Task 5b:	\$0.00		\$10,400	
Sub-Total Master Plan	\$65,000	\$10,000	\$56,100	\$1,600

Sub-Total Master Plan Fee	\$132,700.00
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B. REIMBURSABLE EXPENSES

Costs associated with Reimbursable and Third Party Expenses are in addition to the above proposed fees and shall be guided by the Torti Gallas and Partners Standard Terms and Conditions which is attached to this letter. These expenses include copies, printing, long distance phone calls, direct or express postage, travel, rental car, room and board, etc. These Reimbursable and Third Party



Expenses will be billed directly to you as costs are incurred throughout the project. The following estimates of these expenses are intended to give you a better idea of the overall cost of this project.

Torti Gallas and Partners Allowance:	\$20,650 +/-
The Mobility Group Allowance:	\$500 +/-
Landscape Architect Allowance:	\$1,000 +/-
Terry Hayes and Associates Allowance:	\$500 +/-

Estimated Reimbursable Expenses Allowance: **\$22,650.00 +/-**

TOTAL PROJECT FEE WITH ESTIMATED REIMBURSABLES: \$155,350.00

We understand that the EIR process and creation of Design Standards and a Downtown Specific Plan will be done in later phases once funding sources have been secured. However, to make this entire process most efficient it is advised that this next phase continue once the Master Plan Charrette is complete in order to keep design teams within offices intact and to eliminate the cost and time of redundant start-ups. We will be happy to work with you in any way possible to help expedite this continued work.

Once again, we believe this proposal is a work in progress and we will be happy to discuss variations to this Scope and Fee if you feel necessary. Once we are in agreement on the Scope and Fee, there are two ways we have completed the agreement in the past. One is that we can forward to you a Letter of Agreement and our Standard Terms and Conditions to be signed by you and our office. The second option is that we use your Standard Contract for Consultants with your Terms and Conditions and then we attach the Letter of Agreement to this Contract. Either of these will act as the contract between the City of Redlands and the Torti Gallas and Partners team. We also look forward to refining a schedule for doing the work on this important project for Downtown Redlands as soon as possible. Please let us know if this proposal meets your needs and the understanding of what we can do within the \$160,000.00 budget. We look forward to talking to you soon.

Sincerely,

Neal Payton
Principal

Paul R. Mortensen
Associate Principal

Cc: Thomas Gallas
John Torti

EXHIBIT "B"

PERFORMANCE SCHEDULE

DATES	TASKS
Immediately following agreement execution through August, 2004	Collection of data, goals and objectives matrix
September 20-24, 2004	Collect data on 25 intersections and do parking count of downtown
Week of October 12, 2004	Programming meeting, interview remaining stakeholders
Week of November 1, 2004	4-day charrette (with final presentation on Saturday ?)
End of November or early December, 2004	Deliver scans of all images and charrette material to City



TORTI GALLAS AND PARTNERS · CHK

Architects of Community

Transmittal

To: Jeff Shaw, Community Development Director **Date:** 07/08/04

City of Redlands

35 Cajon Street, P.O. Box 3005

Redlands, CA 92373

Project Name: Downtown Redlands **Project No.:** 03234.01

We are forwarding:

The following items:

These are transmitted:

☒ enclosed

☒ copy of letter

☒ for your use

☐ by express delivery

☐ prints

☒ for approval

☐ by blueprint company

☐ change order

☐ for review & comment

☐ by mail

☐ shop drawings

☒ as requested

☐ by messenger

☒ other

☐ other

Date	Copies	No.	Description
<u>7/6/2004</u>	<u>2</u>	<u></u>	<u>signed copies of contract</u>

I look forward to working with you.

Neal

Copies: File

Sent by: Neal Payton

Torti Gallas and Partners • CHK, Inc.
1300 Spring Street, 4th floor
Silver Spring, MD 20910

301-588-4800
301-650-2255 fax
www.tortigallaschk.com

- 7.5 This Agreement may be terminated by either party, without cause, by providing seven (7) days prior written notice to the other party (delivered by certified mail, return receipt requested).
- 7.6 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 7.7 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but no amount shall be allowed for anticipated profit or unperformed Services, and any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any adjudged default by Consultant.
- 7.8 Upon receipt of a termination notice from City, Consultant shall discontinue all Services and provided City has fulfilled all of its financial obligations under this Agreement except those in dispute, deliver or otherwise make available to City copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, summaries and such other information and documents that have been prepared or assembled by Consultant in performing the Services.
- 7.9 Consultant shall maintain books evidencing payroll costs and all expenses associated with the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 7.10 This Agreement, including the exhibits incorporated herein by reference, represents the entire agreement of the parties as to the matters contained herein, and any prior negotiations, proposals and agreements relating to the subject matter hereof are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by the City Council of City and Consultant.
- 7.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California.