

AGREEMENT TO FURNISH CONSULTING SERVICES

FOR

VIDEO INSPECTION OF STORM DRAINS

This AGREEMENT is made and entered into as of this 20th day of June, 1995.

by and between

City of Redlands Public Works Department
hereinafter referred to as "OWNER"

and

ABC Service,
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 professional engineering services in connection with the video inspection of storm drains. 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 video inspection firms performing the same type of work for the professional and technical soundness, accuracy, and adequacy of all studies, reports, drawings, 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 Work.
- 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 services set forth in Article 2 in accordance with the following schedule:

All inspections shall be completed and all reports submitted within 40 workdays or receiving the notice to proceed.
- 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 at the rate of 29.5 cents per foot of storm drain inspected. This payment shall be compensation for all inspections and related reports.
- 5.2 Payment for additional services requested by the OWNER per Article 2.2 will be in accordance with the established rate per foot of storm drain inspected.
- 5.3 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 ABC Service.

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
Public Works Department
P. O. Box 3005
35 Cajon St., Suite 222
Redlands, CA 92373

TO CONSULTANT:

ABC Service
5761 East La Palma Avenue, Suite 142
Anaheim, CA 92807-2229

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 the agreement. Said public liability and property damage insurance shall be in a minimum combined single limit of \$1,000,00 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:

Robert F. Finnerty
Graham S. Hawley
Gary Hawley

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.

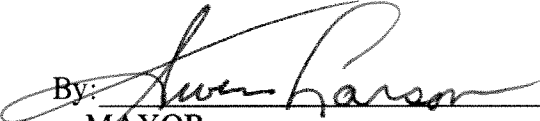
- 7.4 It is understood and agreed by and between the parties that all documents, records, drawings, designs, and specifications, cost estimates, and other project documents developed by the CONSULTANT pursuant to this AGREEMENT shall become the property of OWNER and shall be delivered to OWNER if and 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) no 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, and 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 (2) 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.

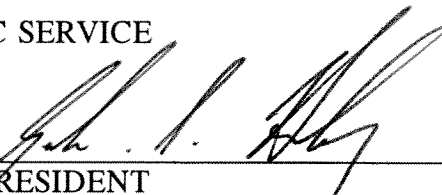
- 7.10 CONSULTANT shall maintain books and accounts of all project related payroll costs and all expenses and incidental expense. Books shall be available at all reasonable times for examination by the OWNER at the office of the CONSULTANT.
- 7.11 This AGREEMENT, including attachments incorporated herein 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

ABC SERVICE

By: 
PRESIDENT

7.25.95
DATE

ATTEST:


CITY CLERK

ATTACHMENT "A"

VIDEO INSPECTION OF STORM DRAINS

SCOPE OF WORK : The work shall include the inspection and documentation of all storm drain facilities larger than 36" in diameter throughout the City. The storm drains are to be inspected using a video (closed circuit television) camera meeting the specifications of the City, where possible. If it is not possible to use video equipment, the storm drain shall be inspected manually by physically entering and walking the drains. In the event of manual inspection, all requirements of the State of California Confined Space Regulations shall be met.

During the inspection, the following data shall be collected:

- a. Size and type of drainage facility.
- b. Facility name, terminal and above ground location.
- c. Overall length, with notation of running footage on video record.
- d. Structural defects and/or deficiencies within the facility, with footage location recorded. In the case of video, the defect shall be noted. In the case of manual inspection, color photographs of defect shall be submitted.
- e. Location and size of all connection laterals - the description must include the distance from point of entry and position in the conduit with respect to hours of a clock (10 o'clock, 2 o'clock, etc.).
- f. Location, type and size of any possible undocumented connections. Note any dry weather discharge.
- g. Location and/or source of any possible illegal discharge or chemical contaminants.
- h. Miscellaneous information including date, time, operator, observer, weather, flow direction, camera or observer direction, tape number, etc.
- i. Color photographs shall be taken of all major defects, possible undocumented connections or suspected illegal discharge.

All data collected shall be presented to the City in a final report, formatted in a manner acceptable to the City.

REQUIREMENTS: At a minimum, all camera equipment shall consist of self-contained, close-circuit television camera combined with an "in-line" solid state, color video cameras, and a monitoring unit connected by a coaxial cable. The unit must be tractor driven or self-propelled; sled mounted cameras using chains will not be allowed. The unit shall be fully waterproof and shall have a self-contained lighting system capable of providing a clear monitor picture, and lighting the periphery of the pipe of a minimum illumination level of

100 footcandles. Changeable lighting fixtures may be required to achieve proper illumination since the pipe size varies from 39" to 96" diameter. The camera must also have a rotating lens to provide 360 degree pictures of joints or other areas of the pipe.

Recording equipment shall be provided in an enclosed vehicle suitable to record from video camera the entire inspection on color VHS video tape, complete with data input for titles, reference numbers, defects, connections, and continuous display of distance from the initial pipe entrance location. The video tape shall be of quality that all minor defects (hairline cracks, etc.) are clearly visible and the color of the pipe inspected be true to actual conditions. A monitor located on site shall provide a clear color picture of sufficient size and clarity to be easily readable by the Contractor, and it shall clearly define the details of the interior of the storm drain. The picture quality on the monitor shall provide a continuous 400 line resolution video picture. Linear measurement through pipes must be accurate to +/-3 percent.

If requested by the City, the Contractor shall bring the camera equipment and vehicle housing the equipment to the City for inspection. Failure to produce the actual equipment to be used during the contract work may result in disqualification.

QUALITY ASSURANCE: Random weekly viewing of video tapes will be conducted by the City during the inspection work to ensure that all documentation items (i.e. defects, connections) required are being noted. If it is determined by the City that the Contractor's inspection log is incomplete or inaccurate, or if the clarity or lighting of the video is unacceptable, the Contractor will be required to re-inspect the pipe at no cost to the City.

MANUAL INSPECTIONS: When video inspection is not possible because of physical conditions relating to the conduit, manual inspections shall be done.

The same data shall be collected as in the video inspection. Color photographs shall be taken of all major defects or deficiencies.

All requirements of Cal/OSHA Confined Space Regulation shall be met while conducting manual inspections. The Contractor shall provide verification that training, equipment and personnel are available to meet the requirements of the Confined Space Regulation.

The Engineer shall be notified which location shall be manually inspected at least 24 hours prior to the inspection.

INSURANCE REQUIREMENTS: Before entering into a contract the bidder to whom the contract has been awarded shall furnish satisfactory evidence that they have secured, for the period of the contract, full Workman's Compensation Insurance and Comprehensive General Public Liability Insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the contract. Contractor shall furnish the City with the customary Certificates of Insurance for both Workman's Compensation and Comprehensive General Liability Insurance in accordance

with the requirements listed below. The Certificate of Insurance shall contain an agreement on the part of the carrier to give forty-five (45) days written notice to the City by registered or certified mail before any cancellation or material change in coverage shall be effective.

WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY-STATUTORY LIMITS:

Bodily Injury:	\$200,000 each person \$500,000 each occurrence \$500,000 aggregate products-completed operations
Property Damage - Auto	\$200,000 each occurrence
Property Damage - Other than Auto	\$200,000 aggregate, all other

LABOR DISCRIMINATION: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, sex or religion of such persons and every Contractor for public works violating such section is subject to all the penalties imposed for a violation of this chapter".

PERMITS AND LICENSES: The Contractor shall, prior to Notice to Proceed, procure all permits and licenses, including but not limited to, a City Business License, Truck Route Permit, Street Closure Permit, Water System Permit, Sewer System Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies having jurisdiction on this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

PATENTS: The Contractor shall assume all responsibilities arising from the use of patented materials, equipment devices, or processes used on, or incorporated in, the work.

PUBLIC CONVENIENCE AND SAFETY: The Contractor shall so conduct their operations as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the special provisions to be used as detours, all traffic shall be permitted to pass through the work. Residents along the road or street shall be provided passage as far as practicable.

The Contractor shall, at their own expense, furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result thereof, and shall also erect and maintain such warnings and directional signs as may be required by the City.

The Contractor shall comply with all applicable safety regulations of the General Industry Safety Orders, Title 8, Occupational Safety and Health Standards for work on this project, including those for work in confined spaces, permit-required confined spaces, trenches, pipelines, manholes, vaults, etc.

RESPONSIBILITY FOR DAMAGE: The City of Redlands, the City Council, or the Engineer, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall indemnify and save harmless the City of Redlands, the City Council, and the Engineer from any suits, claims or actions brought by any person(s) for, or on account of, any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City Council may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

MAINTENANCE OF FACILITIES: The Contractor shall be responsible for the repair of all facilities damaged in the course of the project. The Contractor shall reinstall all manhole and catch basin covers or other equipment before leaving the worksite.

FILE: NPDES