

AGREEMENT TO FURNISH CONSULTING SERVICES
FOR
CALIFORNIA STREET AND I-10 SIGNAL DESIGN MODIFICATIONS

This Agreement is made and entered into this 4th day of December 2001, by and between the City of Redlands, a municipal corporation ("City") and Albert Grover and Associates ("Consultant").

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

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform engineering design services which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Engineering Services") for the modifications of the proposed signal plans and related drawings to satisfy the requirements of Caltrans as specified in their October 10, 2001 letter (the "Project").
- 1.2 All work performed by Consultant under this Agreement shall be done in a professional manner, and Consultant represents that it is skilled and has the professional expertise necessary to provide high quality Services to City.

ARTICLE 2 - RESPONSIBILITIES OF CITY

- 2.1 City shall place at the disposal of Consultant all available information in its possession pertinent to the Project.
- 2.2 City will provide access to and make all provisions for Consultant to enter upon property as required by Consultant to perform the Services under this Agreement.
- 2.3 City will designate in writing a person to act as City's representative with respect to the Engineering Services to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineering Services covered by this Agreement.

ARTICLE 3 - RESPONSIBILITIES OF CONSULTANT

- 3.1 Consultant shall perform the Engineering Services promptly and shall prosecute them diligently in accordance with the schedule attached hereto and incorporated herein as Exhibit "B."

ARTICLE 4 - PAYMENTS TO CONSULTANT

- 4.1 A. For the performance of the Services, City will pay Consultant a fee not to exceed \$11,900.00 as a lump sum for the engineering services described in Exhibit "B."
- 4.2 Payments by City to Consultant shall be made within 30 days after receipt and approval of Consultant's hereinabove invoice, by warrant payable to Consultant.

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:

City
Bill Hemsley, Civil Engineer
City of Redlands
Public Works Department
P.O. Box 3005
Redlands, CA 92373

Consultant
Mark Miller
Albert Grover and Associates
211 E. Imperial Highway, Suite 208
Fullerton, CA 92835

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 5 - INSURANCE AND INDEMNIFICATION

5.1 Worker's Compensation and Employer's Liability.

- A. Consultant shall have Worker's Compensation and Employer's Liability insurance in force throughout the duration of the contract or an amount which meets the statutory requirement with an insurance carrier acceptable to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to City. Certificates of Insurance shall be delivered to City within fifteen (15) days of execution of the agreement.
- B. Consultant expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify, defend 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 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 is valid and enforceable only to the extent of the negligence of Consultant, its officer, agents and employees.

5.2 Hold Harmless and Indemnification. Consultant shall indemnify, hold harmless and defend City and its elected officials, agents, and employees from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of Consultant, its officer, agents and employees in performing the Engineering Services required by this Agreement.

5.3 Assignment. Consultant is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

5.4 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the duration of the contract comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Such insurance shall be primary and non-

contributing to any insurance or self-insurance maintained by City. Certificates of insurance shall be delivered to City within fifteen (15) days of execution of this Agreement.

- 5.5 Professional Liability Insurance. Consultant shall have professional liability insurance in the amount of one million dollars (\$1,000,000) per claims made and two million dollars (\$2,000,000) aggregate throughout the term of this Agreement.
- 5.6 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 on the project, hired and non-owned vehicles, and employee non-ownership vehicles.

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 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 recover its reasonable attorneys' fees.
- 6.2 Consultant shall not sublet or assign any of the Services to be performed under this Agreement, except with the prior written approval of the City and in strict compliance with the terms, provisions, and conditions of this Agreement.
- 6.3 The Consultant's key personnel proposed for this project are as follows:

Mark Miller
Robert Kuehn

Consultant agrees that these key people will be made available and assigned to City's Project, and that they will not be replaced without concurrence from the City.


- 6.4 All documents, records, drawings, aerial photograph prints and negatives, designs and specifications, cost estimates, and other Project documents developed by Consultant pursuant to this Agreement shall become the property of City and shall be delivered to City at City's request. Any reuse of such documents for other projects and any use of incomplete documents will be at City's sole risk.
- 6.5 Consultant and City agree that Consultant is, for all purposes under this Agreement, an independent contractor with respect to the services provided pursuant to this Agreement and not an employee of City. All qualified personnel provided by Consultant pursuant to the provisions of this Agreement are to be employed by Consultant for its account only, and in no event shall Consultant or any personnel retained by him be deemed to have been employed by City or engaged by City for the account of or on behalf of City. Nothing in this

employed by City or engaged by City for the account of or on behalf of City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

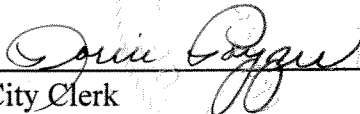
- 6.6 Unless earlier terminated as stipulated below, this Agreement shall terminate upon completion and acceptance by City of the Engineering Services.
- 6.7 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services and (2) deliver or otherwise make available to City, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this Agreement.
- 6.8 This Agreement, including the 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 City and Consultant.
- 6.9 This Agreement shall 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

ATTEST:


City Clerk

Date December 4, 2001

ALBERT GROVER AND ASSOCIATES

By 

Date 12/3/01

EXHIBIT A
ENGINEERING SERVICES
FOR
CALIFORNIA STREET AND I-10 SIGNAL DESIGN MODIFICATIONS

PROJECT DESCRIPTION

The project consists of responding to the Caltrans comment letter dated October 10, 2001, Electrical Operations comments 1 through 44.

SCOPE OF SERVICES

1. Modify the two signal plan AutoCAD drawings to meet Caltrans standards, including the addition of railroad preemption, additional interconnect and revised striping.
2. Revise the striping and signing plan as required.
3. Modify the Special Provisions per Caltrans standards.
4. Obtain 24-hour traffic counts at three locations (Two locations on California Street, on each side of the I-10 Freeway, and one location on Orange Tree Lane), and AM and PM peak hour turning movement counts at all four project intersections (i.e. California Street at Orange Tree Lane, Redlands Boulevard, and the two Caltrans ramps).
5. Based on the counts, prepare AM and PM peak hour timing plans and time-space diagrams in a format acceptable to Caltrans.
6. Provide a marked-up set of plans with the corrected items circled and numbered per the Caltrans comment letter; provide nine sets of revised drawings for submittal to Caltrans; provide hard copy and an electronic copy of the specifications; provide the two traffic signal plans in AutoCAD 14; and provide mylar drawings for signature after Caltrans approval.

EXHIBIT B
PROJECT SCHEDULE
FOR
CALIFORNIA STREET AND I-10 SIGNAL DESIGN MODIFICATIONS

The project schedule is as follows:

Notice to Proceed:	December 6, 2001
City Plan Revisions Review:	December 21, 2001
City Returns Plans:	January 4, 2001
Submittal to Caltrans:	January 11, 2001

EXHIBIT C
CONSULTING FEE
FOR
CALIFORNIA STREET AND I-10 SIGNAL DESIGN MODIFICATIONS

The cost to perform the agreed on scope of work is a lump sum amount of \$11,900.00.