

## **AGREEMENT TO FURNISH ENGINEERING SERVICES FOR DESIGN OF SLUDGE DRYING BEDS**

This Agreement is made and entered into this 3rd day of September 2002 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Carollo Engineers, a Professional Corporation, (hereinafter "Consultant").

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

### **ARTICLE 1 - ENGAGEMENT OF CONSULTANT**

- 1.1 City hereby engages Consultant, and Consultant hereby accepts the engagement, to perform services ("Services") for the design of Sludge Drying Beds` ("Project"), for the City of Redlands, California.
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide high quality Services for the Project at the level of competency presently maintained by other practicing professional Consultants in the industry providing similar types of services.

### **ARTICLE 2 - SERVICES OF CONSULTANT**

- 2.1 The specific Services which Consultant shall perform are more particularly described in Attachment "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant hereby agrees to abide by all applicable Federal, State and local rules, laws and regulations in the performance of this agreement including but not limited to all applicable Labor code and prevailing wage laws.

### **ARTICLE 3 - RESPONSIBILITIES OF CITY**

- 3.1 City shall make available to Consultant information in its possession that is pertinent to the performance of Consultant's Services.
- 3.2 City will provide access to and make provisions for Consultant to enter upon City-owned property or rights-of-way as required by Consultant to perform the Services.

- 3.3 City designates Douglas Headrick as Project Manager, to act as its representative with respect to the Services to be performed under this Agreement.

#### ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Consultant shall perform the Services in a diligent manner and in accordance with the schedule set forth in Attachment "B", entitled "Project Schedule".

#### ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Consultant's performance of Services shall not exceed the amount of \$22,876. City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Attachment "C", entitled "Project Fee", based on the hourly rates shown in Attachment "D", entitled "Rate Schedule".
- 5.2 Consultant shall bill City within ten days following the close of each month by submitting an invoice indicating the Services performed, who performed the services, indirect costs, and the detailed cost of all Services, including backup documentation. Payments by City to Consultant shall be made within 30 days after receipt and approval of Consultant's invoice, by warrant payable to Consultant.
- 5.3 All contractual 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  
Douglas Headrick  
Municipal Utilities Department  
35 Cajon Street  
P. O. Box 3005  
Redlands CA 92373

Consultant  
George Beliew  
Carollo Engineers  
225 West Hospitality Lane, Suite 212  
San Bernardino, CA 92408

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. In all other instances, notices, bill 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's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Consultant for the duration of this Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Consultant shall provide City with Certificates of Insurance and endorsements evidencing such insurance within fifteen (15) days of execution of this Agreement, or prior to commencement of work, whichever occurs first.

### 6.2 Workers' Compensation and Employer's Liability

- A. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City. 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 this Agreement or prior to commencement of work, whichever occurs first.
- 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 officers, agents and employees.
- C. In the event Consultant is claiming it is exempt from the provisions of California Law requiring Worker's Compensation Insurance coverage for the project that is the subject of this Agreement, Consultant shall provide City with a certificate that has been filed with the Contractor's State License Board for the State of

California confirming said exemption is applicable to this Agreement. Consultant will file said certificate with the City prior to work commencing. Consultant further agrees to indemnify, defend and hold harmless the City and its elected officials, agents and employees from any and all fines, penalties and/or damages of any kind for violation of any law as it relates to Consultant's failure to provide worker's compensation insurance, if said exemption from worker's compensation coverage is found to not apply to Consultant for the project which is the subject of this Agreement.

- 6.3 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 Services required by this Agreement. Consultant's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.
- 6.4 Assignment and Insurance. Consultant is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. In the event of mutual agreement between parties to sublet a portion of the Services, the Consultant will add the subcontractor as an additional insured and provide the City with the insurance endorsements prior to any work being performed by the subcontractor. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.
- 6.5 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the duration of the Agreement 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 and endorsements shall be delivered to City within fifteen (15) days of execution of this Agreement or prior to commencement of work, whichever occurs first.
- 6.6 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the duration of this Agreement in the amount of one million dollars (\$1,000,000) per claim made. The consultant, in lieu of obtaining an

endorsement extending the reporting period twelve (12) months beyond the current policy expiration date of July 4, 2003, will provide the City with a certificate of liability insurance and endorsement for the next twelve (12) month policy period of July 4, 2003 through July 4, 2004. Certificate of liability insurance and endorsement shall be delivered to City within fifteen (15) days of execution of this Agreement or prior to commencement of work, whichever occurs first.

- 6.7 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. The City shall be named as an additional insured and a certificate of insurance shall be delivered to City within fifteen (15) days of execution of this Agreement or prior to commencement of work, whichever occurs first.

#### 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 Consultant shall not assign any of the Services required by this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.
- 7.3 Consultant's key personnel for the Project are:

Project Manager: Jim Ewing

Consultant agrees that the key personnel shall be made available and assigned to the Project, and that they shall not be replaced without concurrence from City.


- 7.4 All documents, records, drawings, designs, costs estimates, electronic data files and databases and other Project documents developed by the Consultant pursuant to this Agreement and any copyright interest Consultant may have in said herein described documents, records and data 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 for other projects and any use of incomplete documents will be at City's sole risk.

- 7.5 Consultant is for all purposes an independent contractor. 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 on behalf of City.
- 7.6 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance by City of the Services.
- 7.7 This Agreement may be terminated by the City, without cause, by providing ten (10) days prior written notice to the Consultant (delivered by certified mail, return receipt requested) of intent to terminate.
- 7.8 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services affected, and (2) 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, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services required by this Agreement.
- 7.9 This Agreement, including the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties and any prior negotiations, proposals or oral agreements are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by the City Council of City and signed by City and Consultant.


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 City and Consultant have signed in confirmation of this Agreement.

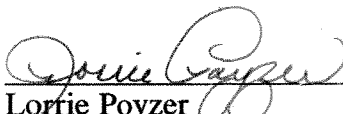
City of Redlands,  
("City")

By:   
KARL N. (KASEY) HAWS  
Mayor

Carollo Engineers  
("Consultant")

By:  8/29/02  
Title: Partner

ATTEST:

  
Lorrie Poyzer  
City Clerk, City of Redlands

## **ATTACHMENT A**

### **City of Redlands Engineering Services for Design of Sludge Drying Beds**

#### **SCOPE OF SERVICES**

##### **INTRODUCTION**

The purpose of this Agreement is to provide the CITY with engineering services needed to provide additional sludge drying beds at the Wastewater Treatment Plant. As described in the tasks below, the engineering services will include designing and preparing drawings and specifications for up to six new drying beds on the upper plateau area of the plant site.

##### **SCOPE OF SERVICES**

Performance of engineering services needed to provide additional sludge drying beds within the wastewater treatment plant site.

##### **Task 1 – Design**

Provide engineering services to design and prepare construction drawings and specifications for adding up to six sludge drying beds on the upper plateau, south of the access road on the CITY's wastewater treatment plant site. Discuss the design with the Regional Water Quality Control Board's staff. Provide an engineer's estimate of construction cost. It is estimated that not more than three drawing sheets will be required to complete the work.

ENGINEER will provide full-size mylars of the drawings, an electronic file for the reduced drawings, and camera-ready specifications. Production printing of the final documents will be the responsibility of the CITY.

##### **Task 2 – Meetings with CITY**

Work under this task will include meeting with the CITY's staff to discuss the work and to review the design.



## **ATTACHMENT B**

### **City of Redlands Engineering Services for Design of Sludge Drying Beds**

#### **PROJECT SCHEDULE**

ENGINEER shall commence work immediately following approval of the Scope of Work and authorization from the CITY. ENGINEER has reviewed the project with CITY and agrees that the following schedule presents a reasonable time frame in which to complete the work.

<u><b>Task</b></u>	<u><b>Item</b></u>	<u><b>Days Following Notice to Proceed</b></u>
1	Receive Notice to Proceed	0
2	Submit 85% Documents to City	21
3	Submit Final Documents to City	28

ENGINEER and CITY mutually agree that they will work earnestly toward meeting the above tentative schedule. Should the Scope of Services change or should problems arise during the work period, which could affect the above schedule, it is understood that both ENGINEER and CITY will develop a revised schedule to address such scope changes and problems. The costing herein assumes that all work will be completed by September 30, 2002.

**ATTACHMENT C**

**City of Redlands  
Engineering Services for Design of Sludge Drying Beds**

**ESTIMATED MANHOUR BUDGET**

<b><u>Task</u></b>	<b><u>Description</u></b>	<b><u>Manhours</u></b>
1	Design and Preparation of Drawings and Specifications	160
2	Meetings with CITY	12
		<hr/>
<b>TOTAL:</b>		<b>172</b>

## ATTACHMENT C

### City of Redlands Engineering Services for Design of Sludge Drying Beds

#### COST ESTIMATE

<u>Description</u>	<u>Amount</u>
LABOR COSTS	
Engineering Labor:	
172 hours @ \$124/hour =	\$ 21,576
INDIRECT COSTS	
Computer Equipment including	
Word Processing and AutoCAD (PECE) =	\$ 1,100
Subtotal:	\$ 22,676
Submittals:	
Printing <sup>(1)</sup> =	\$ 200
TOTAL:	\$ 22,876

(1) Includes mylars of final Drawing. CITY will print copies for distribution.

## ATTACHMENT D

### City of Redlands Engineering Services for Design of Sludge Drying Beds

#### FEE SCHEDULE As of March 1, 2002 Southern California

	<u>Hourly Rate</u>
<b>Engineers/Scientists (E/S)</b>	
E/S I	\$92.00
E/S II	100.00
E/S III	108.00
E/S IV	117.00
E/S V	125.00
E/S VI	133.00
E/S VII	147.00
E/S VIII	173.00
Principal	188.00
<b>Engineering Aides (EA)</b>	
EA I	45.00
EA II	55.00
EA III	64.00
EA IV	73.00
EA V	82.00
EA VI	91.00
EA VII	100.00
<b>Engineering Technicians (ET)</b>	
ET I	55.00
ET II	62.00
ET III	67.00
ET IV	72.00
ET V	80.00
ET VI	92.00
ET VII	111.00
ET VIII	124.00
<b>Support Staff</b>	
Office Aides	37.00
Clerical	56.00
Word Processors	60.00
<b>PECE</b>	5.77
<b>Travel and Subsistence</b>	at cost
<b>Mileage</b>	.35/mile
<b>Subconsultant</b>	Cost + 10%
<b>Other Direct Costs</b>	Cost + 10%

August 27, 2002

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