

AGREEMENT TO FURNISH
PROFESSIONAL ENGINEERING SERVICES
FOR EVALUATION OF NITROGEN REMOVAL CAPABILITY

This Agreement is made and entered into this 16th day of June, 1998 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 professional engineering services ("Services") for evaluation of nitrogen removal capability at the City's Wastewater Treatment Plant ("Project").
- 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 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 Work," which is attached hereto and incorporated herein by this reference.

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 as required by Consultant to perform the Services.
- 3.3 City designates Tom Fujiwara, Project Manager, to act as its representative with respect to the Services to be performed under this Agreement.

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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 - Project Schedule.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed \$30,573.50 in accordance with Attachment C - Project Fee. City shall pay Consultant on a time and materials basis at the hourly rates shown in Attachment D - 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
Tom Fujiwara
Municipal Utilities Department
35 Cajon Street
P. O. Box 3005
Redlands CA 92373

Consultant
Jim Ewing, Project Manager
Carollo Engineers
3100 South Harbor Blvd., Suite 200
Santa Ana CA 92704

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 shall maintain worker's compensation insurance and, in addition, shall maintain insurance to protect City from claims for damage due to bodily injury, personal injury and death, and claims for injury to or destruction of tangible property while performing the Services required by this Agreement. Said public liability and property damage insurance shall be in a minimum combined single limit of \$1,000,000, and in the aggregate. Consultant shall maintain professional liability insurance in the aggregate amount of \$1,000,000 with a minimum of \$500,000 per occurrence. City shall be named as an additional insured under all policies for public liability, property damage and comprehensive automobile liability and professional liability insurance, and such insurance 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 evidencing such insurance coverage prior to commencing the Services.
- 6.2 Consultant shall indemnify, hold harmless and defend City and its elected officials, officers, agents and employees from and against all claims, loss, damage, charges or expense, to which it or any of them may be put or subjected to the extent that they arise out of or result from any willful or negligent act or actions, omission or failure to act on the part of the Consultant, its contractors, its suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them maybe liable in the performance of the Services required by this Agreement.

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.

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7.3 Consultant's key personnel for the Project are:

Principal in Charge: Gail Lynch

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 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 either party, without cause, by providing thirty (30) days prior written notice to the other (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 Consultant shall maintain books and accounts of all Project related payroll costs and all

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expenses. Such books shall be available at all reasonable times for examination by the City at the office of Consultant.

- 7.10 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.
- 7.11 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.

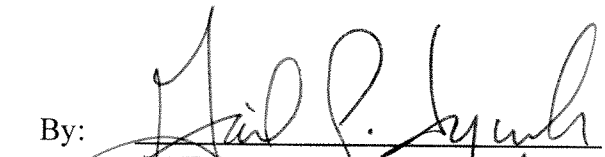
City of Redlands
("City")

By:

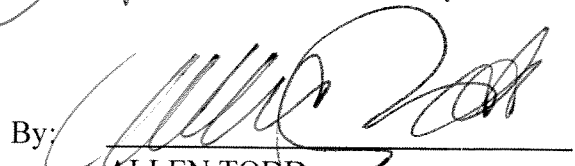

WILLIAM E. CUNNINGHAM
Mayor

Carollo Engineers, a Professional
Corporation
("Consultant")

By:


GAIL LYNCH
Principal 10 Aug 98

By:


ALLEN TODD
Principal

ATTEST:


City Clerk, City of Redlands

ATTACHMENT A
CITY OF REDLANDS
WASTEWATER TREATMENT PLANT
EVALUATION OF NITROGEN REMOVAL CAPABILITY
SCOPE OF SERVICES

Introduction

The purpose of this PROJECT is to evaluate and prepare a report evaluating the nitrogen removal capability of the City's Wastewater Treatment Plant as required by the Regional Water Quality Control Board - Santa Ana Region in its recently adopted Order No. 98-54 (Waste Discharge Requirements - City of Redlands Wastewater Treatment Plant) as contained in Paragraph 2 under Section F—Required Notices and Reports. That paragraph is as follows:

“By August 1, 1998, the discharger shall submit a report evaluating the current ability and capacity of the treatment plant to remove TIN, and evaluating how the treatment plant facilities and operations could be modified to provide additional TIN removal. The report shall include an evaluation of the effects of such modifications on treatment capacity. The report shall also include a plan and schedule for approval by the Regional Board's Executive Officer identifying how and when the discharger will provide additional TIN removal at the treatment plant. The discharger shall implement the plan upon the Executive Officer's approval.”

Scope of Services

Performance of necessary engineering work to prepare the above evaluation and report.

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|---------|---|
| Task 1. | Meet with the City to discuss the project, tour the plant and collect available information and current test data for the plant. |
| Task 2. | Analyse the operating data and other collected information. |
| Task 3. | Update and calibrate Carollo's previously prepared mathematical model of the plant to reflect current operation and actual operating results. Run the model under various operating modes for the plant. |
| Task 4. | Determine the current nitrogen removal capability. Evaluate potential physical improvements and modified operating methods to increase nitrogen removal capability and determine their affects on treatment capacity. |

- Task 5. In conjunction with the City's staff, prepare a plan and schedule identifying how and when the City will implement feasible improvements identified under Task 4.
- Task 6. Prepare a draft report discussing the evaluation and modeling and the recommended improvements and schedule. Submit the draft report to the City for review.
- Task 7. Meet with the City to discuss review comments and make appropriate modifications to the draft report. Furnish the City with a revised draft for submittal to the RWQCB.
- Task 8. Meet with the RWQCB, revise the draft based on comments and discussion, and submit a final report.
- Task 9. Provide limited follow up through December, 1998 to assist City in complying with requests from the RWQCB. Engineer's effort is limited to 16 labor hours. The limit can be increased upon written authorization by City.

Services Not Included

Field testing to determine additional information or to verify conclusions.

Cost estimates for construction necessary to increase the capacity of processes or to rehabilitate process equipment.

The above work can be added to the scope by issuance of a separate task order.

ATTACHMENT B

CITY OF REDLANDS WASTEWATER TREATMENT PLANT

EVALUATION OF NITROGEN REMOVAL CAPABILITY

SCHEDULE

ENGINEER shall commence work immediately following authorization to proceed. ENGINEER has reviewed the job with the City and agrees that the following schedule is a reasonable time frame within which to accomplish the work.

<u>Items</u>	<u>Date or Days Following Authorization to Proceed</u>
1. Notice to Proceed from City	0
2. Submit Draft of Report to City	July 20, 1998
3. Receive City's Comments	July 23, 1998
4. Submit Revised Draft Report to City for Submittal to the RWQCB	July 29, 1998
5. Complete Final Report	20 days following receipt of review comments from RWQCB
6. Provide follow up per Task 9	December 31, 1998

ENGINEER and CITY mutually agree that they will work earnestly toward meeting the above tentative schedules. Should the scope of work be changed or should problems arise during the course of the work effort that could affect the above schedule, it is understood that both the CITY and ENGINEER will develop a revised schedule, if required, to address such scope changes and/or problems. The costing herein assumes that all work will be completed by December 31, 1998. Should the job be delayed for any reason beyond the ENGINEER'S control past this date or the schedule presented preceding, the ENGINEER reserves the right to renegotiate the agreement to cover actual cost increases.

ENGINEER and CITY mutually agree that the time available to complete work on this task order is short and that thus, in order to meet the July 29, 1998 date for submittal of a draft to the RWQCB, it may become necessary to submit portions of the draft report to the CITY for review as they are completed rather than on July 20, 1998 as noted above in Item 2.

ATTACHMENT C

CITY OF REDLANDS WASTEWATER TREATMENT PLANT

EVALUATION OF NITROGEN REMOVAL CAPABILITY

FEE PROPOSAL

Task	Description	Labor Hours					Total
		Principal	Proj. Mgr	Engineer	Technician	Clerical	
1	Collect Information	0	8	8	0	0	16
2	Analyze Data	0	12	24	0	0	36
3	Develop and Run Model	0	12	24	0	0	36
4	Determine Capability and Improvements	0	16	8	0	0	24
5	Develop Plan and Schedule	1	16	8	4	0	29
6	Prepare and Submit Draft Report	1	32	8	4	16	61
7	Revise Draft and Submit to RWQCB	0	12	4	2	6	24
8	Prepare and Submit Final Report	0	8	4	0	4	16
9	Provide Follow up Services	0	14	0	0	2	16
Total		2	130	88	10	28	258
Rate		\$165.00	\$140.00	\$89.75	\$61.25	\$54.75	
Cost		\$330.00	\$18,200.00	\$7,898.00	\$612.50	\$1,533.00	\$28,573.50

Other Direct Costs:

Computer	\$1,500.00	
Travel and Printing	\$500.00	
Total		\$2,000.00

Total Estimated Cost \$30,573.50

ATTACHMENT D

CITY OF REDLANDS WASTEWATER TREATMENT PLANT

EVALUATION OF NITROGEN REMOVAL CAPABILITY

RATE SCHEDULE

	<u>Hourly Rate</u>
Engineers/Scientists (E/S)	
E/S I	\$69.00
E/S II	78.50
E/S III	89.75
E/S IV	97.25
E/S V	106.00
E/S VI	117.50
E/S VII	140.00
E/S VIII	151.75
Principal	165.00
Engineering Aides (EA)	
EA I	30.00
EA II	53.00
EA III	61.00
EA IV	68.25
EA V	77.00
EA VI	82.50
EA VII	97.25
Engineering Technicians (ET)	
ET I	42.00
ET II	47.00
ET III	52.75
ET IV	61.25
ET V	72.50
ET VI	79.00
ET VII	88.75
Support Staff	
Office Aides	27.50
Clerical	42.50
Word Processors	54.75
Computer	
Computer Equipment (PC)	12.00
Word Processor (Processing Time)	12.00
CAD (Processing Time)	18.00
Travel and Subsistence	at cost
Mileage	.35/mile
Subconsultant	Cost + 10%
Other Direct Costs	Cost + 10%

Fee Schedule subject to revision annually.