

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF REDLANDS
AND
HODGES & SHUTT
FOR
REDLANDS MUNICIPAL AIRPORT
AIRPORT LAND USE COMPATIBILITY PLAN

THIS AGREEMENT made this 5th day of July, 1995 by and between the City of Redlands, hereinafter called the "CITY", and Hodges & Shutt, a California corporation, located at 5010 Aviation Boulevard, Santa Rosa, California, 95403, hereinafter called the "CONSULTANT".

WITNESSETH

WHEREAS, the CONSULTANT is a duly qualified Airport Consulting Firm experienced in the preparation of airport land use compatibility plans and environmental documents, and

WHEREAS, in the judgment of the CITY it is necessary and desirable to employ the services of the CONSULTANT for the purpose of preparing an Airport Land Use Compatibility Plan for the Redlands Municipal Airport, hereinafter referred to as the "Project" and further described in Attachment A.

NOW, THEREFORE, CITY, and CONSULTANT agree as follows:

A. CONSULTANT SERVICES

The CONSULTANT shall complete all the tasks set forth in Attachment A, hereinafter referred to as the SCOPE OF WORK, and by this reference incorporated herein as though fully set forth.

B. CITY'S RESPONSIBILITIES

1. The CITY shall make available to the CONSULTANT all the technical data and information that is in the CITY's possession that is required by the CONSULTANT to complete this work, other than that deemed not a public record pursuant to Government Code Section 6250 et seq. or deemed confidential pursuant to Evidence Code Section 1040.
2. The City Manager is authorized to act on behalf of the CITY whenever this contract specifies action may be taken by the CITY or a CITY representative.
3. The CITY shall advise, coordinate, advertise, and provide space for any public information meetings and hearings that are a part of the planning process, as well as provide an official transcript of any Public Hearings, if required by law.
4. The CITY shall prepare and deliver a Notice to Proceed to CONSULTANT.

C. ADDITIONAL SERVICES

Services beyond those outlined in Attachment A shall be undertaken on a time-and-expense basis as directed in writing by the CITY's designated representative utilizing the CONSULTANT's hourly billing rates in effect at the time the additional services are performed. Any significant change in Attachment A resulting from the requirements of the CITY or responsible review agencies will require a renegotiation of this Agreement.

D. TIME OF COMPLETION

A Draft Airport Land Use Compatibility Plan will be presented to the CITY for review and comment within an agreed upon time from the CITY's issuance of the Notice to Proceed. Said period of time shall be established jointly by the CITY's representative and CONSULTANT immediately prior to the time the Notice to Proceed is issued. Said period of time shall be specified and memorialized in the Notice to Proceed. Delays in securing data or approvals that are beyond the CONSULTANT's control as determined by the CONSULTANT and agreed to by the CITY's representative shall extend the contract time by a like amount.

E. CONSULTANT'S COMPENSATION

The CITY shall pay the CONSULTANT for the services set forth in Attachment A herein a fixed fee of Nineteen Thousand Five Hundred Thirty-Six Dollars (\$19,536.00). Said CONSULTANT's fee shall be full compensation to the CONSULTANT for faithful performance and completion of all services set forth in this Agreement, together with and including all costs and expenses incurred by CONSULTANT in connection with the performance and completion of all said services.

F. METHOD OF PAYMENT

Partial payments shall be made to the CONSULTANT by the CITY on a monthly basis in accordance with the CONSULTANT's estimate of the percentage of completion of work described in Attachment A of this Agreement. The CONSULTANT's estimate shall be supported by a report of work completed by project element. The CONSULTANT's estimate shall be reviewed and approved by the CITY's representative prior to payment. The payment shall be made within thirty (30) days of receipt of the CONSULTANT's invoice.

G. TERMINATION

This Agreement may be terminated by either party by the giving of seven (7) days' written notice by the other party. If this Agreement is so terminated, CONSULTANT shall be paid as provided under Paragraph F for all services rendered and expenses incurred to the date of receipt of notice of termination.

In the event of termination of this Agreement and upon the request of the CITY, CONSULTANT shall provide to the CITY reproducible copies of all drawings, documents, plans, and other items prepared to the date of termination pursuant to this Agreement.

H. CERTIFICATION OF CONSULTANT

The CITY and the CONSULTANT hereby certify that the CONSULTANT has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

1. Employ or retain, or agree to employ or retain, any firm or persons.
2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I. INDEMNIFICATION

CONSULTANT shall defend, indemnify, hold harmless, and release CITY, its elected officials, agents and employees from any and all liability, actions, claims, damages, costs or expenses including attorneys' fees, costs and expenses of suit arising out of the negligence of CONSULTANT hereunder.

after fails to diligently prosecute such cure to completion, CITY shall have the right to suspend this Agreement for a reasonable time pending the cure or other resolution of such breach, or to terminate this Agreement as provided herein, or to pursue all other rights and remedies available at law, including but not limited to an action for damages for breach of contract. The damages for which CONSULTANT shall be liable shall include the reasonable costs incurred by CITY to complete this contract to the extent such costs exceed the maximum amount payable to CONSULTANT hereunder.

L. ATTORNEYS' FEES

In the event any action is commenced to enforce or interpret 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.

IN WITNESS WHEREOF, the City of Redlands, by and through its City Council, and Hodges & Shutt, by its authorized officer, have made and executed this Agreement as of the day and year first written above.

ATTEST:

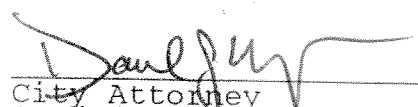
CITY OF REDLANDS

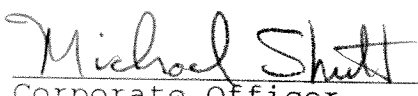
By: 
Lorrie Poyzer, City Clerk
City of Redlands

By: 
Mayor, City of Redlands
Swen Larson

APPROVED AS TO FORM:

HODGES & SHUTT:

By: 
City Attorney
Daniel J. McHugh

By: 
Corporate Officer

Attachment A - Scope of Work
Attachment B - Fee Schedule

SCOPE OF WORK
AIRPORT LAND USE COMPATIBILITY PLAN
REDLANDS MUNICIPAL AIRPORT

Task 1 - Preparation of Draft Airport Land Use Compatibility Plan

- A. Assemble and Analyze Background Data - We will review, and update if necessary, the airport activity, noise, and airport layout data from your recently completed airport master plan. Information regarding existing land uses and current land use designations also will be reviewed. A summary of the data assembled will be included in the plan document.
- B. Define Compatibility Criteria - We will draft a set of compatibility criteria, maps, and policies addressing noise, safety, airspace protection, and overflight concerns.
- C. Define Land Use Review Process - A section of the plan will define a recommended process to be used in review of future land use actions to assure compatibility with the airport. This process will recognize the interactions between the airport and land uses within the City of Highland and the unincorporated area of San Bernardino County. In effect, this section will be the implementation portion of the plan.

We anticipate that preparation of the draft plan will require two or three trips to Redlands to meet with City staff and with the staffs of other affected agencies. The plan will be drafted as an independent document focusing on aviation-related concerns (as opposed to a specific plan or general plan element format). Maps will be drawn on a USGS quadrangle sheet base or other base map which you provide (a composite parcel map would be ideal).

We will provide three *administrative draft* copies for internal City staff review and, after any necessary changes are made, 15 copies of the public-review version of the *Draft Plan*.

Task 2 - Plan Approval Process

- A. Public Involvement - We will present the *Draft Plan* at up to four public meetings. You have indicated that you anticipate one public meeting each with the Redlands Planning Commission and City Council and, potentially, one public presentation to the City of Highland and one to San Bernardino County.

- B. Prepare CEQA Documentation - We will prepare an *Initial Study* of the environmental impacts associated with adoption of the plan. We will rely upon the standard CEQA checklist or any similar format normally used by the City. Based upon our previous experience at other airports and our understanding of the circumstances around the Redlands Municipal Airport, we expect that noise, safety, and land use will be the only important environmental topics which will need to be addressed in the *Initial Study*. We share your expectation that a *Negative Declaration* can be approved for this project. This task component assumes that any public meetings related to CEQA will be held in conjunction with the two City meetings indicated in Task 2.A.
- C. Seek Caltrans Approval - On your behalf, we will submit the plan to the Caltrans Aeronautics staff for approval of the alternative compatibility planning process in accordance with Section 21670.1(c) of the Aeronautics Act.

After adoption of the plan and approval by Caltrans, we will print 15 copies of the final document.

HODGES & SHUTT
SCHEDULE OF FEES

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$120.00
Senior Engineer	\$108.00
Engineer IV	\$ 94.00
Engineer III	\$ 80.00
Engineer II	\$ 70.00
Engineer I	\$ 56.00
Principal Planner	\$120.00
Senior Planner	\$ 82.00
Planner III	\$ 70.00
Planner II	\$ 58.00
Planner I	\$ 44.00
Principal Consultant	\$138.00
Senior Consultant	\$ 88.00
Senior Technician	\$ 66.00
Technician IV	\$ 62.00
Technician III	\$ 58.00
Technician II	\$ 50.00
Technician I	\$ 40.00
Graphics Coordinator	\$ 52.00
Senior Word Processor	\$ 44.00
Word Processor	\$ 38.00
CAAD Work Station	\$ 20.00
Survey Equipment	\$ 20.00

Subsistence: Actual subsistence costs will be charged for overnight site visits.

Per Diem: Per Diem shall be charged as appropriate. Per Diem will be established at a mutually agreed upon rate.

Transportation: As detailed below:

1. Airline travel - coach class air fare.
2. Owned vehicles at \$0.30/mile.
3. Owned aircraft: Bonanza F33 \$90.00 per hour
Piper Archer \$65.00 per hour
4. Other, including rented vehicles, at actual cost.

Supplies and Materials: Costs of telephone, supplies, blueprints, photostats, printing, binding, and other expenses incurred by each assignment are furnished on the basis of invoiced cost plus ten percent (10%).

Subconsultant Services: Furnished on the basis of actual cost plus ten percent (10%).

April 1995