

Property Sale – This item was withdrawn from the agenda and will be addressed at a later date.

Engineering Design Services - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously agreed to approve a consultant services agreement with RCE Consultants for design engineering services for the 2010 capital improvement program water pipeline replacement project.

Engineering Design Services - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously agreed to approve a consultant services agreement with Ludwig Engineering for design engineering services for the 2010 capital improvement program water pipeline replacement project.

Water Projects Pavement Repair - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously agreed to approve plans and specifications and award a construction contract to G. M. Sager Construction Inc. for the FY 09/10 City Wide Pavement Repair for Water Projects.

Rees Treatment Facility Modifications - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously agreed to approve an agreement with Lockheed Martin Corporation for modifications to the Rees treat plant and determine that approval of the agreement is exempt from environmental review under CEQA pursuant to the CEQA guidelines section 15302.

Resolution No. 6917 - Waste Tire Cleanup and Amnesty - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously agreed to authorize submission of a grant application to the California Integrated Waste Management Board Local Government Waste Tire Cleanup and Amnesty Event Program.

Bicycle Classic Fee Waiver - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously agreed to waive all fees, costs and charges associated with the 26th annual race, to be held March 25 through March 28, 2010, with the following stipulations: The Redlands Bicycle Classic shall present a recycling plan to the Quality of Life Director prior to the date of the event as mandated by RMC §13.65. The Redlands Bicycle Classic shall be required to appropriate insurance naming the City as an additional insured.

Hangar Lease Form and Authority - On motion of Mayor Pro Tem Bean, seconded by Councilmember Gallagher, the City Council unanimously agreed to approve a form to be used for Airport Hangar Lease Agreements and to

**AGREEMENT TO PERFORM PROFESSIONAL ENGINEERING SERVICES
FOR THE DESIGN OF THE CITY OF REDLANDS
2010 CAPITAL IMPROVEMENT PROGRAM
SEWER PIPELINE REPLACEMENT PROJECT**

This agreement for the provision of professional engineering services for the design of the City of Redlands 2010 Capital Improvement Program Sewer Pipeline Replacement Project ("Agreement") is made and entered into this 19th day of January, 2010, ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Ludwig Engineering ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." 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 provide professional engineering services for the design of the 2010 Capital Improvement Program Sewer Pipeline Replacement Project located throughout the City's water service area (the "Services").
- 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 the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Mr. Rudy Victorio as the City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule."
- 4.2 During the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work that is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Services may be agreed to by the Parties by written amendment to this Agreement, executed by the City Manager, or duly authorized city official. Consultant shall not perform, nor be compensated for, Extra Services without such written authorization from City.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Twenty Thousand Nine Hundred Seventy Six Dollars (\$120,976). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Project Costs," and based upon the hourly rates shown in Exhibit "D," entitled "Rate Schedule." Both Exhibits "C" and "D" are attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the project. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Project communications and notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Mr. Rudy Victorio
Municipal Utilities and Engineering Dept.
City of Redlands
PO Box 3005 (mailing)
35 Cajon Street, Suite 15A
Redlands, CA 92373

Consultant

Mr. Jim Fry
Ludwig Engineering
109 East Third Street
San Bernardino, CA 92410

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Insurance. Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days' prior written notice to City, except for ten (10) days notice for cancellation due to non-payment of premium.
- 6.2 Workers' Compensation and Employer's Liability. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "E," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 6.3 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure to act by Consultant, its officers, employees, and agents in performing the Services.
- 6.4 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this 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 modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificate of insurance shall be delivered to City prior to commencement of the Services.
- 6.5 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made. Certificate of insurance shall be delivered to City prior to commencement of the Services.

- 6.6 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$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 in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and a certificate of insurance and endorsement shall be delivered to City prior to commencement of the Services. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.

ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make or participate in:
- (i) the making or any governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
 - (iii) authorizing City to enter into, modify or renew a contract;
 - (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) granting City approval to a plan, design, report, study or similar item;
 - (vi) adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of

Economic Interests. Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

ARTICLE 8 - GENERAL CONSIDERATIONS

- 8.1 Attorneys' Fees. 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, including fees for the use of in-house counsel by a Party.
- 8.2 Prohibition Against Assignment. Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 Documents and Records. Project related documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, 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, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 Independent Contractor Status. Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or 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. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 Termination.
- A. Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- B. This Agreement may be terminated by City, in its sole discretion, by providing thirty (30) days' prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate.

C. If this Agreement is terminated by City, an 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 Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.

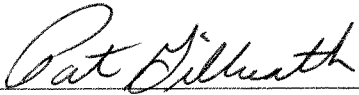
D. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related 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. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

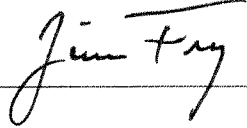
- 8.6 Books and Records. Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.7 Entire Agreement/Amendment. This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 Severability. If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

LUDWIG ENGINEERING

By: 
Pat Gilbreath, Mayor

By: 
Jim Fry

Attest:


Sam Irwin, City Clerk

EXHIBIT A
SCOPE OF SERVICES

Technical Approach & Scope of Work

Scope of Work

The deliverables on this project will be a set of bid-ready construction drawings and specifications that will address all construction concerns for the proposed sewer pipeline replacement project for 12 different locations throughout the City of Redlands. The plans will be prepared at a scale of 1" = 40' with aerial mapping with one-foot interval contours and planimetrics for the base sheets and with additional survey data, control and topo information as required or needed.

The sewer plans will be plan and profile showing all known utility crossings in the profile view. Sewer main sizes per the RFP are shown to be 8" diameter pipelines and approximately 11,685 linear feet of new sewer mains. Where existing utility or storm drain information is not available, we will field evaluate the area in question to show the facility approximately on the plans. We may also require the contractor to locate the unknown facility prior to construction by a plan note to "pothole prior to construction." Additionally, due to the time constraints for the completion of the sewer plans, we will have USA field mark the crucial areas so that we do not have to wait for the utility company service maps to come in the mail. As-builts will be provided to the City at the end of construction from information provided by the contractor and City inspector. Field visits to each site by the project designer will aid in establishing the most practical alignment selection and the best overall design.

Technical Approach

Design Survey

Ludwig Engineering Survey Department will research City, County, Assessor and GIS records to establish centerline controls, vertical control, and aerial targets for mapping. Survey information will be utilized by the photogrammetrist to produce our topo base sheets. Additional topography will be performed utilizing GPS (RTK) methods to exactly locate and elevate existing gate valves, fire hydrants, blow-offs, meters, sewer manholes, sewer inverts, storm drain manholes, water meters, utility vaults, etc. that are necessary to develop an accurate plan base.

Existing Utility Research

Dig-Alert pre-design will be contacted to establish the utility contact list and letters and maps will be immediately sent to request each utility's facility maps. Because of the time constraints for the sewer project locations, we will have USA field mark the underground facilities and field locate their alignments. A few critical underground facilities may require potholing. We have assumed five potholes in this proposal. Ludwig will subcontract with SAFE-r-Dig, Inc. to do any potholes.

Potholing the utilities on our base sheets will be established from the facility maps and physical field information such as valves, manholes, vaults and USA paint marks. A good base map with accurately plotted utilities is the key to a good design and problem free construction.

Plan Preparation and Design

Plan preparation will begin with a good 40-scale base map. The base map will show surveyed street centerlines, street right of way, property lines and property addresses, screened topo with planimetrics and existing utilities and storm drains plotted from existing records and field information.

Sewer main alignments will be selected for each location after carefully looking at clearances from the existing utilities. If the sewer is to be constructed along the same alignment as the existing sewer, special construction notes on the plan will detail the construction procedure to be followed. The City's sewer system will be studied to determine the method of tie-in to the existing system. A meeting with City office and field

Technical Approach & Scope of Work

personnel will be scheduled to obtain their input and approval of the connections. The City meeting should also determine the desired pipe material to be shown on the plans.

Additional meetings with City personnel may be necessary as the design progresses to clear up any design questions.

Plans will be submitted for City review. Mylars will be provided to the City when requested along with a digital file in AutoCAD dwg format.

Specifications

Technical specifications will be prepared after the plans are reviewed. We will utilize the City's boilerplate specifications and modify the technical specifications to fit the project parameters. A hard copy and a digital copy in MS Word format will be provided.

As-Builts

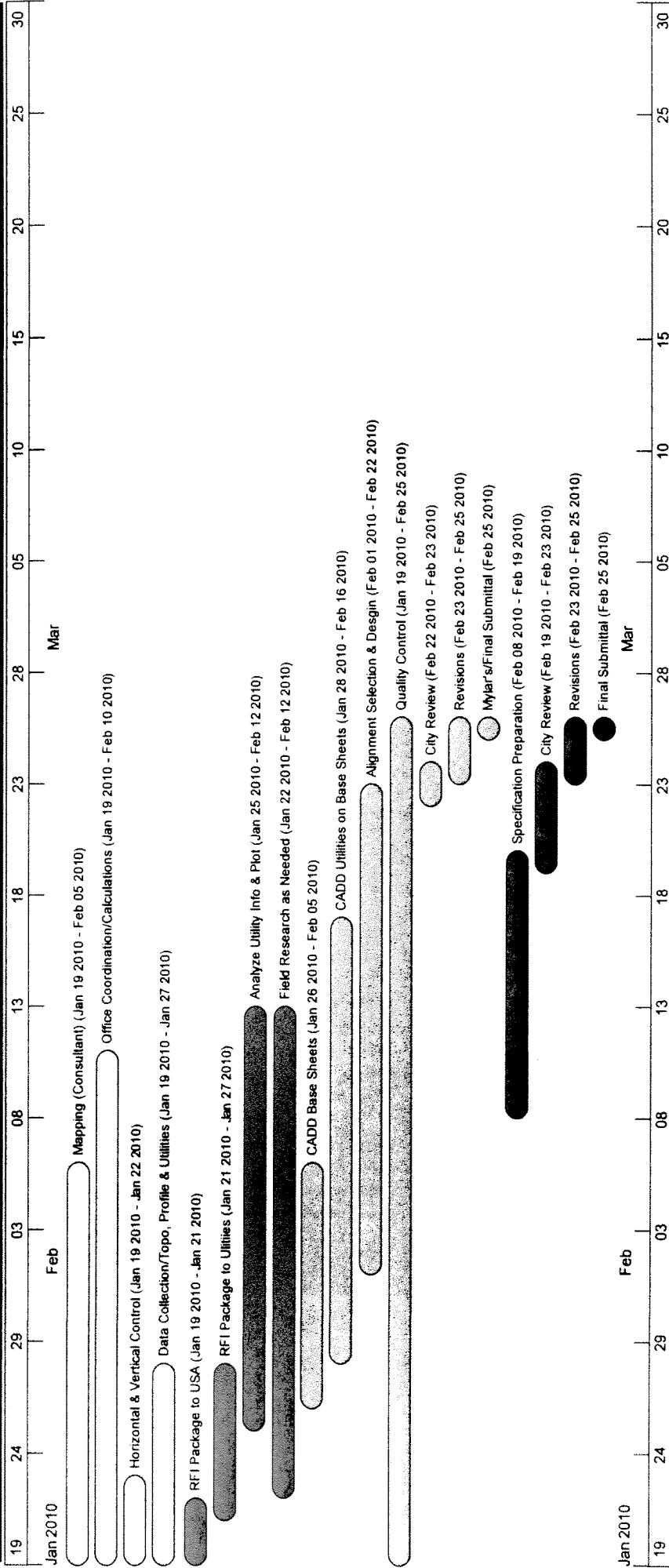
After construction is completed, we will make any as-built changes to the plans from the redlined "Contractor" and "City Inspector" plan sets. The specifications will require the contractor to turn in his as-built redlines to the City after each project area is completed.

EXHIBIT B
PROJECT SCHEDULE

Consultant's estimated schedule to complete the work described in the scope of services is provided on the attached Project Schedule.

EXHIBIT "B"

PROJECT SCHEDULE City of Redlands 2010 Sewer CIP Sewer Pipeline Replacement Project



Legend: ☐ Design Survey ☒ Exist. Utility Research ☐ Plan Preparation & Design ☒ Specifications

Printed on Dec 18, 2009.

EXHIBIT C
PROJECT COSTS

Consultant will to complete the scope of work described herein on a time-and-materials basis in accordance with the Fee Schedule presented in Table 1. Consultant's billings would not exceed our authorized project budget without prior written approval by the City.



CIVIL ENGINEERING, SURVEYING, PLANNING
108 E 3rd Street San Bernardino, CA 92410
Phone 909-844-4217 Fax 909-840-0183

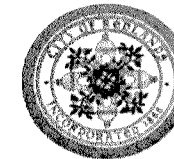


Exhibit "C"
Estimate of Consulting Fees
Design Engineering Services for the 2010 Sewer Capital Improvements Project
Sewer Pipeline Replacement Project
Revised January 4, 2010

Revised January 4, 2010											
Tasks	Personnel Hours									Subtotal Labor Hours	Total Estimated Fees
	Sr. Professional Engineer	Project Manager III	Project Manager I	Project Engineer III	Project Engineer II	Engineering Aide V	Engineering Aide III	Field Crew Supervisor	2-Man Survey Crew w/GPS		
Hourly Rate	\$146	\$130	\$117	\$124	\$112	\$75	\$59	\$130	\$346		
SURVEY DESIGN							4	2	6	12	\$2,572
Centerline Control							2	2	8	12	\$3,146
Aerial Mapping Control							4	4	20	28	\$7,676
Topo Data Collection											\$11,000
Aerial Mapping (Consultant)											\$450
Mileage & Materials											\$24,844
Subtotal											
UTILITY RESEARCH										32	\$3,952
USA Research/Coordination		16	16							168	\$19,920
Analyze Utility Information/Plotting		48	48		72					44	\$5,088
Field Reviews	2	20	10		6		6				\$2,250
Potholing (Consultant)											\$31,210
Subtotal											
PLAN PREPARATION & DESIGN							4			38	\$4,173
CADD Base Sheets		3	15		16					13	\$1,510
Title Detail Sheets		3			10					80	\$9,656
CAD Utilities		32	24		24					260	\$30,210
Alignment Selection & Design/CADD	5	60	80		110					26	\$3,308
Field Investigation	2	16	8							21	\$2,810
Quality Control	5	16								18	\$5,172
Plan Review Revisions	2	16			25					12	\$1,344
AutoCAD Conversion					12						\$58,183
Subtotal											
SPECIFICATIONS							7			29	\$3,417
Writing & Preparation	2	20					4			9	\$966
City Review Revisions	1	4									\$4,383
Subtotal											
AS-BUILTS										19	\$2,356
CAD Revisions	1	8	10								\$2,356
Subtotal											
TOTAL FEE											\$120,976
GRAND TOTAL FEE											\$120,976
TOTAL HOURS	20	262	211		275	11	20	8	34	751	

EXHIBIT D
RATE SCHEDULE



CIVIL ENGINEERING : SURVEYING

109 East Third Street, San Bernardino, California 92410
Phone (909) 884-8217 ♦ Fax (909) 889-0153

Exhibit "D"
Rate Schedule
Effective August 1, 2009 – July 31, 2010

Office:

Engineering Aide I	\$48.00/hr.	Project Manager III	\$130.00/hr.
Engineering Aide II	\$54.00/hr.	Senior Professional Engineer	\$146.00/hr.
Engineering Aide III	\$59.00/hr.	<u>Field</u>	
Engineering Aide IV	\$68.00/hr.	Construction Inspector	\$124.00/hr.
Engineering Aide V	\$75.00/hr.	Field Crew Supervisor I	\$107.00/hr.
Designer/CADD Operator I	\$78.00/hr.	Field Crew Supervisor II	\$130.00/hr.
Designer/CADD Operator II	\$83.00/hr.	Professional Land Surveyor	\$136.00/hr.
Designer/CADD Operator III	\$88.00/hr.	1-Man Survey Crew w/RMD ⁽³⁾	\$198.00/hr.
Designer/CADD Operator IV	\$95.00/hr.	1-Man Survey Crew w/GPS ⁽²⁾	\$250.00/hr.
Designer/CADD Operator V	\$104.00/hr.	2-Man Survey Crew w/EMD ⁽¹⁾	\$302.00/hr.
Project Engineer I	\$107.00/hr.	2-Man Survey Crew w/RMD ⁽³⁾	\$324.00/hr.
Project Engineer II	\$112.00/hr.	2-Man Survey Crew w/GPS ⁽²⁾	\$346.00/hr.
Project Engineer III	\$124.00/hr.	3-Man Survey Crew w/EMD ⁽¹⁾	\$371.00/hr.
Senior Planner	\$130.00/hr.	3-Man Survey Crew w/GPS ⁽²⁾	\$402.00/hr.
Architect III	\$124.00/hr.	Mileage	\$.50/mi.
Project Manager I	\$117.00/hr.	Computer Charge CADD	\$.25/min.
Project Manager II	\$124.00/hr.	Materials and Outside	
		Contract Work	Cost Plus 20%

⁽¹⁾ EMD – Electronic Measuring Equipment (Total Station)

⁽²⁾ GPS – Real Time Global Positioning Survey Equipment

⁽³⁾ RMD – Robotic Measuring Device (Total Station)

EXHIBIT "E"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

2010 CAPITAL IMPROVEMENTS PROGRAM SEWER PIPELINE REPLACEMENT PROJECT

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

Ludwig Engineering

Date: 1-14-10

By: _____

Mr. Jim Fry

