

AGREEMENT TO FURNISH PROFESSIONAL SERVICES

This agreement for professional services ("Agreement") is made and entered into this 12th day of November, 2008 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and R3 Consulting Group, Inc. ("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 perform a Refuse Vehicle and City Department Vehicle Street Maintenance Impact Fee Analysis and a Refuse Vehicle Tree Maintenance Impact Fee Analysis (the "Services"). The specific Services which Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 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.
- 1.3 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of its obligations under this Agreement including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

ARTICLE 2 - RESPONSIBILITIES OF CITY

- 2.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

ARTICLE 3 - PAYMENT AND NOTICE

- 3.1 City shall compensate Consultant for the Services in accordance with the schedule and rates identified in Exhibit "B," entitled "Project Costs and Fee Schedule," which is attached hereto and incorporated herein by this reference, up to an amount not to exceed the sum of Twenty Nine Thousand Five Hundred Dollars (\$29,500).
- 3.2 Payments by City to Consultant shall be made within thirty (30) days after receipt and approval by City of Consultant's invoice. Invoices shall be sent to City on a monthly basis. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom.

- 3.3 All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City: Gary Van Dorst
Quality of Life Director
City of Redlands
PO Box 3005
Redlands, CA 92373

Consultant: Richard Tagore-Erwin
Principal
R3 Consulting Group, Inc.
4811 Chippendale Drive, Suite 708
Sacramento, CA 95841

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 who notices are to be given by giving notice pursuant to this section.

ARTICLE 4 - INSURANCE AND INDEMNIFICATION

- 4.1 Insurance. All 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 all 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.
- 4.2 Workers' Compensation and Employer's Liability. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of this Agreement in accordance with the laws of the State of California, with an insurance carrier acceptable to City.
- 4.3 Hold Harmless and Indemnification.
- a. 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 Consultant's and its officers', employees' and agents' sole negligent acts or sole negligent omissions in performing the Services.
 - b. City shall defend, indemnify and hold harmless Consultant and its officers, 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 City and its elected officials, employees and agents sole negligent acts or sole negligent omissions.

- 4.4 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. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 4.5 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. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.

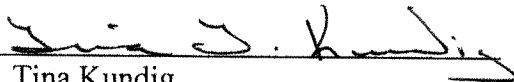
ARTICLE 5 - GENERAL CONSIDERATIONS

- 5.1 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, including fees for use of in-house counsel by a Party
- 5.2 Consultant shall not assign any of the Services to be performed under this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.
- 5.3 All documents, records, drawings, designs, cost estimates, electronic data files, databases, and other documents developed by Consultant pursuant to this Agreement, 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 will be at City's sole risk.
- 5.4 Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. 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.
- 5.5 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- 5.6 This Agreement may be terminated by either Party, in its sole discretion and without cause, by providing thirty (30) business days' prior written notice to the other Party (delivered by certified mail, return receipt requested) of intent to terminate.

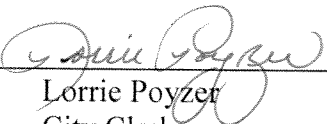
- 5.7 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.
- 5.8 Upon receipt of a termination notice, Consultant shall immediately discontinue all Services affected, and within five (5) business 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 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. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.
- 5.9 Consultant shall maintain books and accounts of all payroll costs and expenses related to the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 5.10 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. Any amendment to this Agreement shall be in writing, approved by City and Consultant.
- 5.11 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:

By: 
Tina Kundig
Finance Director / City Treasurer

ATTEST:

By: 
Lorrie Poyzer
City Clerk

R3 CONSULTING GROUP, INC:

By: 
Richard Tagore-Erwin
Principal

EXHIBIT "A"

SCOPE OF SERVICES

Goals and Objectives

- Quantify the impact of the City's residential solid waste, recycling and green waste collection vehicles and commercial solid waste and recycling vehicles (refuse vehicles), and other City department vehicles on the City's street maintenance costs.
- Quantify the impact of the City's refuse vehicles on the City's tree maintenance costs.

Specific Tasks

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| Task 1 | Information Request and Initial Data Analysis |
| Task 2 | Kick-Off Conference Call |
| Task 3 | Determine Refuse Vehicle and Other City Department Vehicle Street Maintenance Impacts |
| Task 3.1 | Establish Street Maintenance Funding Levels and Sources |
| Task 3.2 | Quantify and Allocate Street Maintenance Expenses |
| Task 3.3 | Quantify Residential and Commercial Refuse Vehicle and Other City Department Vehicles Impacts |
| Task 4 | Determine Refuse Vehicle Tree Maintenance Impacts |
| Task 4.1 | Pro-Active Tree Trimming |
| Task 4.2 | Repairing or Trimming Damaged Trees |
| Task 5 | Reports |

- Prepare and issue a draft report summarizing their analysis and presenting specific findings and recommendations to the City for review and written comment. The project budget provides for an electronic copy of the draft report.
- Prepare and issue a Final Report based upon written comments received from the City. R3 will provide an electronic copy of the Final Report.

All services are to be completed within 90 days of receiving all required information from the City.

Note: See attached proposal from R3 Consulting Group, Inc. for detailed Scope of Services.

EXHIBIT "B"
PROJECT COSTS AND FEE SCHEDULE

The cost of this project shall not exceed Twenty Nine Thousand Five Hundred Dollars (\$29,500).

- Consultant may bill 30% upon completion of Task 3.2.
- Consultant may bill 60% upon submittal of Refuse Vehicle and Other City Department Vehicle Preliminary Report.
- Consultant may bill 80% upon issuance of Vehicle Impact Fee Draft Report.
- Consultant may bill 100% upon issuance of Vehicle Impact Fee and Tree Maintenance Final Report.

Note: See attached Billing Rates and Charges for detailed hourly rates.

