

**AGREEMENT TO FURNISH
SOLID WASTE CONSULTING SERVICES
FOR THE DEVELOPMENT OF PROMOTIONAL MATERIALS**

This Agreement is made and entered into this 19th day of March, 2002, by and between the City of Redlands, a municipal corporation (hereinafter "City") and Ross Campbell Incorporated, 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 consulting services ("Services") for the development of promotional materials.
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that he 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 like and similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The specific Services that Consultant shall perform are more particularly described in Attachment A - 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 Gary Van Dorst, Solid Waste Manager, to act as the Project Manager for 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 - Project Schedule.
- 4.2 City Council may and Consultant may elect to extend Consultant's services as needed on the same terms and conditions. City may terminate Consultant's services in accordance with Section 7.9 of this Agreement.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed \$12,000 in accordance with Attachment C - Project Fee . City shall pay Consultant on a lump sum per task basis for Tasks 1-4 at the rates shown in Attachment C. Work performed under Task 5 shall be compensated for on a time and material basis at the hourly rates shown in Attachment D - Fee Schedule. Work performed under Task 5 ("Contingency") must be authorized in writing by the Project Manager.
- 5.2 Consultant shall bill City within ten days following the close of each month by submitting an invoice indicating the Services performed, allowable direct 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

Gary Van Dorst
Municipal Utilities Department
35 Cajon Street
P. O. Box 3005
Redlands, CA 92373

Consultant

Shawn Campbell, Vice President
Ross Campbell Incorporated
1912 F Street
Sacramento, CA 95814

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 who notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Consultant shall comply with applicable worker's compensation insurance laws. Consultant shall maintain commercial general liability insurance in the aggregate amount of \$2,000,000 with a minimum of \$1,000,000 per occurrence. City shall be named as an additional insured under all policies for general 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.
- 7.3 Consultant's key personnel for the Project will be Shawn Campbell. 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 Nothing in this Agreement shall give Consultant authority with respect to any City decision beyond the consulting services as outlined herein and specifically as set forth in Attachment A - Scope of Work, and the rendition of information, advice, recommendation or counsel.
- 7.7 Consultant shall supply all tools and instrumentality required to perform the consulting services in this Agreement.
- 7.8 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance by City of the Services.
- 7.9 This Agreement may be terminated by either party, by providing seven (7) days prior written notice to the other (delivered by certified mail, return receipt requested) of intent to terminate.
- 7.10 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.
- 7.11 Consultant shall maintain books and accounts of all Project related costs and all expenses. Such books shall be available at all reasonable times for examination by the City at the office of Consultant.
- 7.12 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")

Ross Campbell Incorporated
("Consultant")

By:



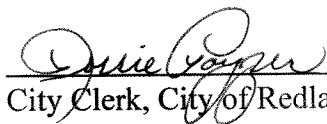
KASEY HAWS
Mayor

By:



Shawn Campbell
Vice President

ATTEST:



City Clerk, City of Redlands

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ATTACHMENT A

SCOPE OF WORK

Development of Promotional Materials Scope of Work

Work to be Completed

Consultant shall perform the following tasks to assist City of Redlands staff with development of promotional materials related various solid waste collection and recycling programs:

1. Develop of "can hanger" for attachment to automated recycling containers during distribution.
 - A. Consultant shall provide the lay-out and design of a "can hanger" for attachment to automated recycling containers during distribution.
 - B. Consultant shall provide City staff with draft for review and incorporate input from City staff on the development of final copy.
 - C. Consultant shall design a "can hanger" that is consistent in appearance with promotional materials development under Tasks 2-3 below. Consultant shall utilize similar design, colors and graphics to provide the recycling program with a consistent motif and appearance.
 - D. Consultant shall design the piece to be printed in two colors on recycled content paper.
 - E. Consultant shall provide the City's printer with either electronic or photo-ready hard copy as required. Further, Consultant shall coordinate all details with the printer to assure quality control of the finished product in conformance with artistic specifications.
2. Develop a decal for the inside of the lid of the automated recycling container.
 - A. Consultant shall provide the lay-out and design of a decal that will be affixed to the inside of the automated recycling container. The decal shall convey the materials that are acceptable for recycling versus materials that represent
 - B. Consultant shall provide City staff with draft for review and incorporate input from City staff on the development of final copy.
 - C. Consultant shall develop recommendations related to the choice of vendor and/or materials for printing of the decal.
 - D. Consultant shall coordinate with the City's Purchasing Supervisor as necessary in the selection of a printer.
 - E. Consultant shall provide the City's printer with either electronic or photo-ready hard copy as required. Further, Consultant shall coordinate all details with the printer to

assure quality control of the finished product in conformance with artistic specifications.

3. Develop a brochure for promotion of the City's Automated Recycling collection program.
 - A. Consultant shall provide the lay-out and design of a brochure for distribution at special events, public counters and future use as a utility bill insert. The brochure shall be designed as a "C-fold" to accommodate the City's machine used to fold and insert utility bills.
 - B. Consultant shall provide City staff with a draft for review and incorporate input from City staff on the development of final copy.
 - C. Consultant shall design the piece to be printed in two colors on recycled content paper.
 - D. Consultant shall provide the City's printer with either electronic or photo-ready hard copy as required. Further, Consultant shall coordinate all details with the printer to assure quality control of the finished product in conformance with artistic specifications.
 - E. Consultant shall provide either electronic or photo-ready copy to local newspapers as required for printing as inserts. Consultant shall coordinate with local newspapers at the requested by the City's Project Manager.
4. Develop a flier to promote Waste Tire Public Education and Amnesty Day Collection Events.
 - A. Utilizing a PDF file of a Tire Amnesty Day flier provided by the City's Project Manager, Consultant shall develop and modify the art work to provide a flier that meets the intent of the City's grant requirements under the California Integrated Waste Management Board Grant Agreement, TR17-01-5022.
 - B. Consultant shall coordinate content of the flier including promotion of collection events and information pertaining to proper maintenance of tires.
 - C. Consultant provide work with the City's printer to provide the City with the certification of secondary and post-consumer content of the paper utilized for printing the brochure. Consultant shall coordinate with the City's printer in specifying paper with high post-consumer recycled content.
 - D. Consultant shall coordinate with the City and the California Integrated Waste Management Board to obtain review and approval prior to printing of materials.
 - E. Consultant shall print all information in Spanish on the reverse side of the flier development under this task. Consultant shall utilized the services of a State certified translator and provide the City documentation for file.

5. Consultant shall perform other tasks on an hourly basis subject to the written authorization of the City's Project Manager. Such tasks will include the lay-out and design of various promotion materials related to refuse and recycling collection.

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ATTACHMENT B

PROJECT SCHEDULE

PROJECT SCHEDULE													
TASK	Wk. 1	Wk. 2	Wk. 3	Wk. 4	Wk. 5	Wk. 6	Wk. 7	Wk. 8	Wk. 9	Wk. 10	Wk. 11	Wk. 12	Wk. 13
1													
2													
3													
4													
5													

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ATTACHMENT C

PROJECT FEE

Project Fee

Payment will be upon completion of each task or subtask, for the following amounts.

FEE SCHEDULE	
Task	Fee
1	\$ 1,500
2	\$ 750
3	\$ 3,000
4	\$1,250
5	\$ 5,500 (hourly basis)
Total not-to-exceed	\$ 12,000

The total not-to-exceed payment for this work is \$12,000, including all Consultant expenses. City will pay consultant upon successful completion of each task (Tasks 1-4). Work performed under Task 5 shall be compensated for on a time and material basis at the hourly rates shown in Attachment D - Fee Schedule.

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ATTACHMENT D

FEE SCHEDULE

Fee Schedule

Consultant's hourly fees for additional work authorized by the City's Project Manager under Task 5 are enumerated below:

Project Directors	\$75/hr.
Senior/Professional Staff	\$65/hr.
Copywriting/Editing	\$65/hr.
Art Director/Graphic Design	\$75/hr.
Illustration	\$95/hr.
Lay-out/Paste-up	\$55/hr.
Electronic Arts/Website Design	\$95/hr.
Administrative	\$35/hr.