

**AGREEMENT TO FURNISH
ENVIRONMENTAL CONSULTING SERVICES
FOR THE REDLANDS RECYCLED WATER PROJECT**

This Agreement is made and entered into this 16th day of October, 2001, by and between the City of Redlands, a municipal corporation (hereinafter "City") and Tom Dodson & Associates, 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 environmental consulting services ("Services") for the Redlands Recycled Water Project Treatment Facilities and Phase I Distribution System located in and around the western part of Redlands ("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 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 which Consultant shall perform are more particularly described in Attachment "A," entitled "Scope of Services," 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 Douglas Headrick, Chief of Water Resources, to act as its representative with respect to the Services to be performed under this Agreement.

ARTICLE 4 - PERIOD OF SERVICE

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- 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 \$10,400, in accordance with Attachment C – Fees for Services. City shall pay Consultant on a time and materials basis at the hourly rates shown in Attachment D - Fee 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
Douglas Headrick, PE
Municipal Utilities Department
35 Cajon Street
P. O. Box 3005
Redlands, CA 92373

Consultant
Bill Gatlin, Vice President
Tom Dodson & Associates
2150 N. Arrowhead Avenue
San Bernardino, CA 92405

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

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6.1 Consultant's Insurance to be Primary.

All insurance required by this Agreement is to be maintained by Consultant for the duration of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Consultant shall provide City with Certificates of Insurance evidencing such insurance prior to commencing the services.

6.2 Worker's Compensation and Employer's Liability

A. Consultant shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to City. Certificates of Insurance shall be delivered to City within fifteen (15) days of execution of the agreement.

B. Consultant expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.

6.3 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the duration of the contract comprehensive general liability insurance covering all work under this Agreement, including work done by subcontractors, with carriers acceptable to the City. Minimum coverages 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. The City shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City.

6.4 Business Auto Liability Insurance. Consultant shall carry business auto liability

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coverage, with minimum limits of five hundred thousand dollars (\$500,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used on the Agreement, hired and non-owned vehicles, and employee non-ownership vehicles.

- 6.5 Professional Liability Insurance. Agreements with Consultants who are required to be professionally certified by the State, shall be required to provide professional liability insurance in the amount of one million dollars (\$1,000,000) with a minimum coverage of five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) in the aggregate.
- 6.6 Hold Harmless and Indemnification. Consultant shall indemnify, hold harmless and defend City and its elected officials, agents and employees from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of Consultant, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Consultant's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

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 Bill Gatlin. 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

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- 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 the City, without cause, by providing ten (10) days prior written notice to the Consultant (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 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 the City and signed by City and Consultant.
- 7.10 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.

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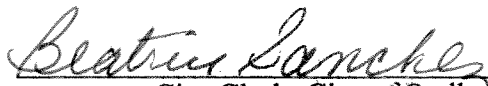
City of Redlands
("City")

Tom Dodson & Associates
("Consultant")

By: 
PAT GILBREATH
Mayor

By: 
BILL GATLIN
Vice President

ATTEST:


Deputy, City Clerk, City of Redlands

Attachment A

Scope of Services

Tom Dodson & Associates (TDA) will coordinate with City and State Water Resources Control Board (SWRCB) staff to determine the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance requirements for securing a State Revolving Fund (SRF) loan for the City's Recycled Water Project. The extent of the CEQA/NEPA compliance effort will be primarily dependent on the results of expanded biological and cultural resources surveys required by the SWRCB.

Because these expanded surveys are included in the scope of services, they have not been completed and the results not known at this time. The following identifies the scope of services for these investigations.

Task 1: Cultural Resources Evaluation

TDA will provide the City and SWRCB with a cultural resources (archaeologic, historic resources) survey and report. This investigation will include a record and literature review, field survey, consultation with the Native American Heritage Commission (NAHC), local tribes, and the State Historic Preservation Officer (SHPO). These activities are required by SWRCB to comply with NEPA due to the involvement of federal funds in the SRF process.

The goal of this task will be to obtain concurrence from SHPO on the findings and recommendations provided in the report.

The area covered by the cultural resources investigation will include the City's Wastewater Treatment and Disposal Facilities (RWTF) site and the following pipeline alignments:

- » Nevada Street from the RWTF to Palmetto Avenue;
- » Palmetto Avenue and its westerly extension to the northerly extension of Bryn Mawr Avenue;
- » Southerly along the northern extension of Bryn Mawr Avenue to San Bernardino Avenue; and
- » Westerly in San Bernardino Avenue to the Mountain View Power Company.

Additionally, a potential alignment in California Street will be investigated from Palmetto Avenue to San Bernardino Avenue and westerly in San Bernardino Avenue to Bryn Mawr Avenue.

Task 2: Biological Resources Evaluation

TDA will provide the City with a Biological Assessment of the same area investigated in the Cultural Resources investigation. The assessment will include the results of a records and literature review and field survey. The survey will concentrate on the presence/absence of sensitive biotic (plant and animal) resources. This report will be prepared in a manner that the SWRCB can use the data to meet both its CEQA and NEPA compliance requirements. The scope of services does not include a trapping survey for San Bernardino kangaroo rat (SBKR).

Task 3: CEQA / NEPA Compliance

TDA will assist the City and the SWRCB to identify the appropriate CEQA/NEPA compliance determination for this project. The possible compliance actions range from simply adding the additional data from the cultural and biological resources assessments as an addendum to the present Mitigated Negative Declaration (MND) to possibly revising the Initial Study and recirculating the document for public review and comment. This could result if potentially significant adverse impacts were identified in the biological and cultural resources assessments. The decision on the extent of CEQA/NEPA compliance required will be made by the SWRCB. The scope of services for this task includes processing the biological and cultural resources assessments with the appropriate agencies (SHPO, California Department of Fish and Game, and U.S. Fish and Wildlife Service). Assist the City and SWRCB determined the appropriate CEQA/NEPA determination for this project. TDA will assist the City with revision to the Initial Study and recirculation of the MND if that is the SWRCB's decision. The scope of services for this project does not include preparation of a new, separate NEPA compliance document, such as an Environmental Assessment or Environmental Impact Statement.

Attachment B

Estimated Schedule

1. TDA will assist the SWRCB with review of current environmental documents and provide all existing data requested upon authorization to proceed.
2. TDA will submit the additional cultural and biological resources evaluation to the SWRCB no later than 4 weeks after authorization to proceed.
3. TDA will make requested revisions to the existing CEQA documents and resubmit the documents to the SWRCB within 2 weeks of receipt of request to do so and/or receipt of any new information needed to make requested revisions.
4. TDA will provide all other services on an as-needed basis. This includes attending meetings with the City and/or other agencies; assist the City with recirculation of the MND, if required. Assist the City and SWRCB with determining the appropriate NEPA actions to be taken.

Attachment C Fee

TDA will provide the services identified in Attachments A and B at the following fees:

Task 1	\$2,850.00
Task 2	\$1,300.00
Task 3	T&M

Due to the uncertainties of the extent of work to complete Task 3, TDA proposes to provide these services on a time and expense basis at the rates shown on Attachment D, Rates. Depending on SWRCB requirements, the scope of services could amount to a few telephone conversations and some minor additional information and revisions to the existing CEQA or a major revision to the CEQA document and recirculation for public review and comment. TDA, therefore, proposes a maximum estimate budget that is anticipated to cover the greatest amount of work effort but will invoice on a time and expense basis for actual work performed.

Task 3 Estimated Fee	\$6,250.00
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Attachment D Rates

TDA will invoice the work completed on a time and expense basis at the following rates:

Environmental Specialist	\$125.00 / hour
Regulatory Specialist	\$95.00 / hour
Env. Specialist II	\$80.00 / hour
Ecologist / Biologist I	\$80.00 / hour
Biologist II	\$50.00 / hour
Biologist III	\$45.00 / hour
Admin / WP / Graphics	\$40.00 / hour

Other Direct Costs: All other direct costs (travel, supplies, printing, subcontracts, etc.) are charged at actual cost plus a 10 percent management/handling charge. Mileage will be billed at \$0.40 per mile.