

AGREEMENT TO FURNISH CONSULTING SERVICES
FOR ENVIRONMENTAL SERVICES
FOR THE DESIGN OF BRIDGES ON THE SANTA ANA RIVER
AT ORANGE STREET AND AT ALABAMA STREET

This Agreement is made and entered into this 18th day of December 2001, by and between the City of Redlands, a municipal corporation ("City") and Tom Dodson and Associates ("Consultant").

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 environmental services which are required for all Environmental Services for the design of bridges on the Santa Ana River at Orange Street and at Alabama Street (the "Project").
- 1.2 All work performed by Consultant under this Agreement shall be done in a professional manner, and Consultant represents that it is skilled and has the professional expertise necessary to provide high quality Services to City.

ARTICLE 2 - RESPONSIBILITIES OF CITY

- 2.1 City shall place at the disposal of Consultant all available information in its possession pertinent to the Project.
- 2.2 City will provide access to and make all provisions for Consultant to enter upon property as required by Consultant to perform the Services under this Agreement.
- 2.3 City will designate in writing a person to act as City's representative with respect to the Engineering Services to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Engineering Services covered by this Agreement.

ARTICLE 3 - RESPONSIBILITIES OF CONSULTANT

- 3.1 Consultant shall perform the Environmental Services promptly and shall prosecute them diligently in accordance with the requirements of the various Federal, State and local agencies involved with this project.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- 4.1 For the performance of the Services, City will pay Consultant all reasonable costs based on time and materials expended for the Services pursuant to the Consultant's established rate schedule shown in Exhibit "A."
- 4.2 Payments by City to Consultant shall be made within 30 days after receipt and approval of Consultant's invoice, by warrant payable to Consultant.

All 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 should be addressed as follows:

City	Ronald C. Mutter, Public Works Director City of Redlands Public Works Department P.O. Box 3005 Redlands, CA 92373
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Consultant	Bill Gatlin, Vice President Tom Dodson and Associates 2150 N. Arrowhead Avenue San Bernardino, CA 92405
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When so addressed, such notices shall be deemed given upon deposit in the United States Mail; in all other instances, notices, bills 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 5 - INSURANCE AND INDEMNIFICATION

5.1 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 City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by 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 extends 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 is valid and enforceable only to the extent of the negligence of Consultant, its officer, agents and employees.

5.2 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 officer, agents and employees in performing the Engineering Services required by this Agreement.

5.3 Assignment. Consultant is expressly prohibited from subletting or assigning any of the services covered by this Agreement without the express written consent of City. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

5.4 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the duration of the contract 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 cancellation of said policy except upon thirty (30) days prior written notice to the City. Such insurance shall be primary and non-

contributing to any insurance or self-insurance maintained by City. Certificates of insurance shall be delivered to City within fifteen (15) days of execution of this Agreement.

- 5.5 Professional Liability Insurance. Consultant shall have professional liability insurance in the amount of one million dollars (\$1,000,000) per claims made and two million dollars (\$2,000,000) aggregate throughout the term of this Agreement.
- 5.6 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of one million (\$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 on the project, hired and non-owned vehicles, and employee non-ownership vehicles.

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 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 recover its reasonable attorneys' fees.
- 6.2 Consultant shall not sublet or assign any of the Services to be performed under this Agreement, except with the prior written approval of the City and in strict compliance with the terms, provisions, and conditions of this Agreement.
- 6.3 The Consultant's key personnel proposed for this project are as follows:

Bill Gatlin
Lisa Kegarice

Consultant agrees that these key people will be made available and assigned to City's Project, and that they will not be replaced without concurrence from the City.

- 6.4 All documents, records, reports, drawings, maps, and other Project documents developed by Consultant pursuant to this Agreement shall become the property of City and shall be delivered to City at City's request. Any reuse of such documents for other projects and any use of incomplete documents will be at City's sole risk.
- 6.5 Consultant and City agree that Consultant is, for all purposes under this Agreement, an independent contractor with respect to the services provided pursuant to this Agreement and not an employee of City. All qualified personnel provided by Consultant pursuant to the provisions of this Agreement are to be employed by Consultant for its account only, and in no event shall Consultant or any personnel retained by him be deemed to have been employed by City or engaged by City for the account of or on behalf of City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

Exhibit "A"

Fee Schedule

Tom Dodson & Associates 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.

- 6.6 Unless earlier terminated as stipulated below, this Agreement shall terminate upon completion and acceptance by City of the Environmental Services.
- 6.7 Upon receipt of a termination notice, Consultant shall (1) promptly discontinue all services and (2) deliver or otherwise make available to City, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this Agreement.
- 6.8 This Agreement, including the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by City and Consultant.
- 6.9 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 parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

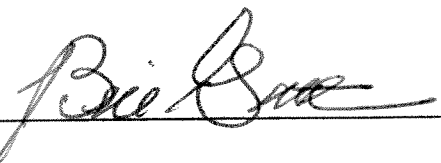
ATTEST:

By 
Mayor


City Clerk

Date 12/18/01

TOM DODSON AND ASSOCIATES

By 

Date 12/14/01