

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of pretreatment program revision and local limit study consulting (“Agreement”) is made and entered in this 17th day of March, 2020 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and Krieger & Stewart, Incorporated (“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 pretreatment program revision and local limit study consulting services for City (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,” titled “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, State 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 Rudolph Chow, Municipal Utilities and Engineering Department Director, as 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 and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit “B,” titled “Project Schedule,” which is attached hereto and incorporated herein by reference.

- 4.2 Consultant shall complete the Services by May 30, 2021, unless the Services are terminated earlier as provided for herein.
- 4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred forty-four thousand eight hundred fifty dollars (\$144,850). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Bidders Rate Sheet and Compensation," which is attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services 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 Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

Consultant

Charles A. Krieger, President
Krieger & Stewart, Incorporated
3602 University Ave.
Riverside, CA 92501
ckrieger@kriegerandstewart.com
(951) 684-6900

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage 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 the 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.

- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount 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 such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit 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 such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.
- 6.2 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 or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

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 a governmental decision whether to:

- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
- (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
- (iii) authorize City to enter into, modify or renew a contract;
- (iv) grant 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) grant City approval to a plan, design, report, study or similar item;
- (vi) adopt, or grant 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 determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 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 the use of in-house counsel by a Party.

8.2 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. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all 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.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. 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. 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.
- 8.5 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.
- 8.6 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, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 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 City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

KRIEGER & STEWART,
INCORPORATED

By: 
Paul W. Foster, Mayor

By: 
Charles A. Krieger, President

Attest:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Consultant to perform the following scope of work for the pretreatment program revision and local limit study as further outlined in the accepted proposal:

Task 1 – Project Management

The overall project management is to include planning, coordination, reporting and communication. This task also includes preparation of monthly progress reports, tracking of budgets and schedules against the contract, and taking any corrective measures. Time line shall consist of the Initial Project Meeting being held within two weeks of project start date.

- A. **Initial Project (Kick-off) Meeting:** Consultant shall hold a two (2) hour kick-off meeting with City staff to discuss scope, schedule, and project details. The kickoff meeting will discuss the approach the consultant would employ in executing the project and for collecting other pertinent data from the City. The meeting will ensure City's goals and objectives of the project are clearly understood by the consultant's project team.
- B. **Progress Meetings:** Consultant shall attend up to six (6) progress meetings at a City office. In addition, the consultant will be available for conference calls or onsite meetings as needed to review the project progress and coordinate resolution of issues, with the City's Project Management team. Following each meeting, consultant shall prepare and distribute meeting minutes to document decisions and outstanding issues.
- C. **Invoicing:** The selected consultant shall prepare monthly invoices and schedule updates to keep City staff up to date on project budget and schedule updates.
- D. **Quality Assurance and Quality Control:** Consultant shall perform internal quality assurance reviews at key project completion milestones to assess overall project implementation. Consultant shall also perform technical reviews of work products and deliverables prior to submittal to the City.

Task 2 – Data Acquisition and Data Management

Consultant shall obtain the necessary information on file with the City to carryout specified tasks. Contractor shall meet or speak with affected staff to obtain any additional information needed. All data acquired as well as work performed by the consultant shall be updated in the appropriate database and electronic & hard copy files. Contractor shall ensure current and future files are reviewed for accuracy and that the data format meets City standards. Files will be accepted in PDF form unless otherwise specified.

Task 3 – Approved Pretreatment Program

Evaluate the City's approved Pretreatment Program and revise to incorporate the remaining required elements and optional provisions of the 2005 "Streamlining Rule" amendments to the 40 Code of Federal Regulations (CFR) General Pretreatment Regulations, to resolve requirements from previous Pretreatment Program Inspections (PCI) and PCA audits, and to incorporate additional provisions that facilitate oversight of industrial dischargers and other pretreatment program activities. In addition, develop Standard Operating Procedures (SOPs) which will allow the City to implement optional Streamlining Rule program revisions and other pretreatment program related activities. This task should be conducted in accordance with the most recent 40 CFR General Pretreatment Regulations and the most recent Environmental Protection Agency (EPA) Pretreatment Program Development Guidance Manual. Task shall include assistance with the preparation of a Pretreatment Program Modification package for submission to the Regional Water Quality Control Board and Environmental Protection Agency.

Task 4 – Industrial Waste Survey

Perform a comprehensive Industrial Waste Survey to identify industrial dischargers throughout the City and unincorporated areas of San Bernardino County located in the City's sphere of influence. The survey shall include details such as identification of dischargers, the character and volume of discharge, and the type of industry.

Task 5 – Legal Authority

Perform a comprehensive review of the City's local Ordinance and Municipal Code and provide recommendations and language on revisions necessary to incorporate the remaining required elements and optional provisions of the 2005 "Streamlining Rule" amendments to the 40 CFR General Pretreatment Regulations; resolve requirements from previous PCI and PCA's; include revisions to the approved pretreatment program; and any additional authority needs identified. Review may extend to other areas of the City's Ordinances and Municipal Code based on needs identified.

Task 6 – Local Limit Study

Perform a local limit study of the Publicly Owned Treatment Works (POTW) to investigate sources of discharge for the purposes of assessing contributions and pollutant loading to establish effluent limitations for pollutants of concern at the Wastewater Treatment Plant (WWTP). If new or revised local limits are needed, develop concentration limits as well as massed based limits where appropriate. Provide an estimated number of sample locations for the study as well as a list of pollutants recommended for sampling. This task should be conducted in accordance with the most recent EPA Local Limits Development Guidance Manual. Prepare written report summarizing the local limits evaluation/development of revised limits. Local Limit Study task excludes laboratory services, sampling and sampling supplies.

Task 7 – Enforcement Response Plan

Evaluate and revise the City's Enforcement Response Plan to allow for more useful application to the current industrial landscape, reflect changes in the pretreatment program, and include areas with language general in nature so that it may be utilized as enforcement response for other regulatory related programs within the City. This task should be conducted in accordance with the most recent EPA Enforcement Response Plan Development Guidance Manual.

Task 8 – Permits and Agreements

Evaluate and revise permit templates, permit applications, one multi-jurisdictional agreement, and other permit related forms to ensure they comply with regulations, include proper authority, have the appropriate language, and are enforceable. Provide recommendations and language for development of additional control mechanisms for Non-Significant Categorical Industrial Users, Zero Dischargers, and Non-Significant Industrial Users.

Task 9 – Program Sustainability and Staffing

Perform financial analysis of the City's Pretreatment Program funding and revenue sources, program activities, and provide recommendations on program sustainability and staffing.

Task 10 – As needed Services

Assist the City with additional pretreatment program related tasks, regulatory compliance consulting, project presentations and meetings. See the "Bidders Rate Sheets and Compensation" in Exhibit "C".

EXHIBIT "B"

PROJECT SCHEDULE

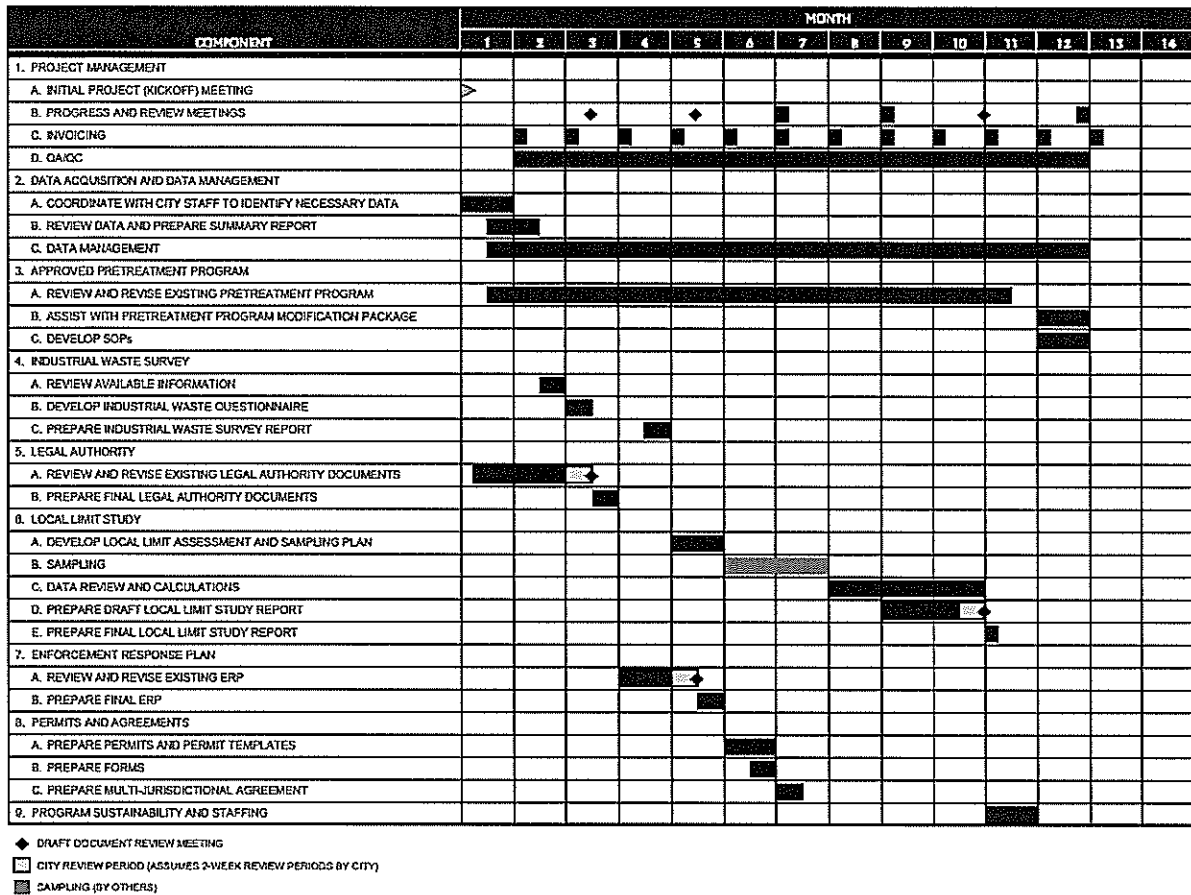


EXHIBIT "C"
BIDDERS RATE SHEET AND COMPENSATION

Bid Item No.	Related Task Number and Task Description	Total Hours (a)	Total Cost
1	Task 1: Project Management	90	\$ 16,950
2	Task 2: Data Acquisition	90	\$ 14,200
3	Task 3: Approved Pretreatment Program Review and Revision	100	\$ 17,100
4	Task 4: Industrial Waste Survey	68	\$ 12,250
5	Task 5: Legal Authority Review and Revision	52	\$ 8,950
6	Task 6: Local Limit Study (b)	170	\$ 26,950
7	Task 7: Enforcement Response Plan Review and Revision	52	\$ 9,200
8	Task 8: Permit and Agreement Review and Revision	110	\$ 18,600
9	Task 9 – Program Sustainability and Staffing Assessment and Recommendation	44	\$ 7,450
10	Task 10 –As needed services included in "As Needed Services Hourly Rate Sheet Example" in Exhibit "B".	N/A	\$ 13,200
TOTAL COST			\$ 144,850

(a) Total Hours is total hours proposed by K&S staff.

(b) Local Limit Study excludes laboratory services, sampling and sampling supplies.

EXHIBIT "C"

(Continued)

Task Description	Hourly Rate
Task 1: Project Management	
Principal-in-Charge (K&S Principal Engineer I Rate)	\$ 241
Project Manager (K & S Senior Engineer II Rate)	\$214
Project Specialist (Associate Specialist II Rate)	\$187
Staff Engineer (Staff Engineer I Rate)	\$134
Document Coordinator (K&S Secretary II Rate)	\$92
Task 2: Data Acquisition	
Project Manager (K & S Senior Engineer II Rate)	\$214
Project Specialist (Associate Specialist II Rate)	\$187
Staff Engineer (Staff Engineer I Rate)	\$134
Document Coordinator (K&S Secretary II Rate)	\$92
GIS Engineer (K & S Associate Engineer III Rate)	\$193
Task 3: Approved Pretreatment Program Review and Revision	
Project Manager (K & S Senior Engineer II Rate)	\$214
Project Specialist (Associate Specialist II Rate)	\$187
Staff Engineer (Staff Engineer I Rate)	\$134
Document Coordinator (K&S Secretary II Rate)	\$92
Task 4: Industrial Waste Survey	
Project Manager (K & S Senior Engineer II Rate)	\$214
Project Specialist (Associate Specialist II Rate)	\$187
Staff Engineer (Staff Engineer I Rate)	\$134
Document Coordinator (K&S Secretary II Rate)	\$92
Task 5: Legal Authority Review and Revision	
Project Manager (K & S Senior Engineer II Rate)	\$214
Project Specialist (Associate Specialist II Rate)	\$187

Staff Engineer (Staff Engineer I Rate)	\$134
Document Coordinator (K&S Secretary II Rate)	\$92
Task 6: Local Limit Study	
Project Manager (K & S Senior Engineer II Rate)	\$214
Project Specialist (Associate Specialist II Rate)	\$187
Staff Engineer (Staff Engineer I Rate)	\$134
Document Coordinator (K&S Secretary II Rate)	\$92
GIS Engineer (K & S Associate Engineer III Rate)	\$193
Task 7: Enforcement Response Plan Review and Revision	
Project Manager (K & S Senior Engineer II Rate)	\$214
Project Specialist (Associate Specialist II Rate)	\$187
Staff Engineer (Staff Engineer I Rate)	\$134
Document Coordinator (K&S Secretary II Rate)	\$92
Task 8: Permit and Agreement Review and Revision	
Project Manager (K & S Senior Engineer II Rate)	\$214
Project Specialist (Associate Specialist II Rate)	\$187
Staff Engineer (Staff Engineer I Rate)	\$134
Document Coordinator (K&S Secretary II Rate)	\$92
GIS Engineer (K & S Associate Engineer III Rate)	\$193
Task 9 – Program Sustainability and Staffing Assessment and Recommendation	
Project Manager (K & S Senior Engineer II Rate)	\$214
Project Specialist (Associate Specialist II Rate)	\$187
Staff Engineer (Staff Engineer I Rate)	\$134
Document Coordinator (K&S Secretary II Rate)	\$92

EXHIBIT "C"

(Continued)

CLASSIFICATION	RATES \$/hr.
Consulting, Design, Construction, Engineering, Environmental, Commissioning, and Surveying Services (Office)	
Principal III	290.00
Principal II	267.00
Principal I	241.00
Senior III	227.00
Senior II	214.00
Senior I	200.00
Associate III	193.00
Associate II	187.00
Associate I	181.00
Staff III	175.00
Staff II	153.00
Staff I	134.00
Technician III	114.00
Technician II	109.00
Technician I	104.00
Forensic Services	
Principal Expert:	
Testimony, Deposition, and Trial	400.00
Investigation and Preparation	300.00
Associate Expert:	
Testimony, Deposition, and Trial	350.00
Investigation and Preparation	250.00
Computer Aided Design Services	
Operator III	153.00
Operator II	146.00
Operator I	137.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	295.00
1 Man Crew with Standard Equipment and Survey Truck	228.00
3rd Man on Crew	137.00
Construction Services (Field)	
Construction Engineer	193.00
Electrical Inspector	171.00
Construction Inspector:	
Regular Time	135.00
Overtime:	
Weekdays (8 hours to 12 hours)	161.00
Weekdays (More than 12 hours)	194.00
Saturday (12 hours or less)	161.00
Saturday (More than 12 hours)	194.00
Sunday and Holiday (Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	194.00

EXHIBIT "C"

(Continued)

CLASSIFICATION	RATES \$/Hr.
Support Services	
Secretary IV	107.00
Secretary III	103.00
Secretary II	92.00
Secretary I	82.00
Utility Clerk II	76.00
Utility Clerk I	75.00
Outside Services	
Special Consultants and Purchased Services	Cost + 15%
Reimbursable Expenses	
Vehicle Mileage	0.72 \$/Mile
Travel and Subsistence, including Air Fare, Ground Fare, and Vehicle Parking	Cost
Specialized Rental Equipment	Cost
Copies, Delivery, Postage, Prints, Telephone, and Sundry Charges	Cost

EXHIBIT "D"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

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 by one or more insurers 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.

CHECK ONE

X 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 and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

KRIEGER & STEWART, INCORPORATED

By: Charles A. Krieger
Charles A. Krieger, President

Date: 3-16-2020