

**AGREEMENT TO FURNISH SERVICES FOR
REVIEW AND UPDATE OF THE 1350 ZONE RESERVOIR AND TRANSMISSION
PIPELINE CONSTRUCTION CONTRACT DOCUMENTS**

This Agreement is made and entered into this 6th day of November, 2001 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Camp Dresser & McKee Inc., (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 services ("Services") for preparation of the Application for the Review and Update of the 1350 Zone Reservoir and Transmission Pipeline Construction Contract Documents ("Project"), for the City of Redlands, California.
- 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 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 or rights-of-way as required by Consultant to perform the Services.
- 3.3 City designates Mike Pool as Project Manager, to act as its representative with respect to 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", entitled "Project Schedule".

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Consultant's performance of Services shall not exceed the amount of \$49,033. City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Attachment "C", entitled "Project Fee", based on the hourly rates shown in Attachment "D", entitled "Rate 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

Mike Pool
Municipal Utilities Department
35 Cajon Street
P. O. Box 3005
Redlands CA 92373

Consultant

Izzat Hamawi
Camp Dresser & McKee
2920 Inland Empire Blvd, Ste 108
Ontario CA 91764

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

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. 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 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) on a claims made basis 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 to act of Consultant, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Consultant's obligations under this provisions 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 are:

Project Manager:	Izzat Hamawi
Quality Control:	Bruce Chalmers
Principle in Charge:	Richard Corneille

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. Notwithstanding any other provision of this Agreement, all of Consultant's pre-existing or proprietary computer programs, software, information or materials developed by Consultant outside of this Agreement shall remain the exclusive property of Consultant.
- 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 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 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.

City of Redlands
("City")

Camp Dresser & McKee
("Consultant")

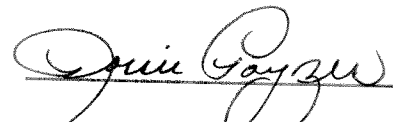
By: 

PAT GILBREATH
Mayor

By: 

RICHARD CORNEILLE
Vice President

ATTEST:


City Clerk, City of Redlands

**AGREEMENT TO FURNISH SERVICES FOR
REVIEW AND UPDATE OF THE 1350 ZONE RESERVOIR AND TRANSMISSION
PIPELINE CONSTRUCTION CONTRACT DOCUMENTS**

ATTACHMENT A

SCOPE OF SERVICES

Scope of work To Review and Update the 1350 Zone Reservoir and Transmission Pipeline Construction Contract Documents

1. Update all applicable front-end documents to include any changes the City may have made to their standard front-end documents and/or CDM and Green Book specifications.
2. Perform further utility investigation since new utilities may have been installed within the project area that could impact the design of the pipeline.
3. Perform review and revision to the structural design to meet the 1997 UBC, including updating the geotechnical seismic soil factor recommendation to the 1997 UBC coefficients, as these are different from the 1994 UBC.
4. Review drawings and update the electrical design to conform to the latest edition of the National Electrical Code adopted by the City.
5. Create the prestressed contract bidding specification to open up the bidding documents to allow more bidders. CDM designed this reservoir in conjunction with the DYK method of design and construction in 1996/97, as DYK was the only provider of prestressed wire wrapped concrete reservoirs on the West Coast back then. This method is valid today, however there are two competitors of DYK today, BBR and Crom. For this reason the reservoir specifications should be a structural design that all allows all three potential bidder to submit bids.

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ATTACHMENT B

PROJECT SCHEDULE

**City of Redlands
Review and Update The 1350 Zone Reservoir
and Transmission Pipeline Construction Contract Documents
Proposed Project Schedule**

			November	November	Novemeber	December	December	December	December	December	January	January	January
Task	Task Description		12	19	26	3	10	17	24	31	7	14	21
Task 1	Update Front End Documents												
Task 2	Utility Investigation												
Task 3	Update Structural Design												
Task 4	Update Electrical Drawings												
Task 5	Contract Bidding Specs to Open up Process												
Task 6	City Review												
Task 7	Complete Drawings and Specs												

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ATTACHMENT C

PROJECT FEE

City of Redlands																
1350 Zone Reservoir and Transmission Main Project																
Manhour Estimate																
Task	Task Description	Manhour Estimate										Fee Estimate				
		OIC/ TRC	Project Manager	Project Engineer	Struct. Engineer	Elect. Engineer	Staff Engineer	Draft	Clerical	Resident Engineer	Project Inspector	Total Hours	Labor	Outside	ODC's	Total
1.0 FINAL DESIGN ENGINEERING SERVICES																
1.1	Front-end Specs	1	6	6	0	0	24	0	8	0	0	45	\$3,876	\$0	\$233	\$4,109
1.2	Utility Search	1	6	8	2	0	16	8	4	0	0	45	\$4,175	\$0	\$251	\$4,426
1.3	Structural Review	1	16	40	95	0	40	24	4	0	0	220	\$26,414	\$5,500	\$1,321	\$33,235
1.4	Electrical Review	1	2	2	0	8	0	0	4	0	0	17	\$1,844	\$0	\$111	\$1,955
1.5	Plan Updates	1	6	8	0	0	0	8	0	0	0	23	\$2,394	\$0	\$144	\$2,538
1.6	QA/QC	4	6	0	4	4	0	0	0	0	0	18	\$2,615	\$0	\$157	\$2,772
TOTAL DESIGN SERVICES		9	42	64	101	12	80	40	20	0	0	368	\$41,318	\$5,500	\$2,215	\$49,033

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ATTACHMENT D

RATE SCHEDULE

CAMP DRESSER & McKEE INC.
SCHEDULE OF HOURLY RATES

January 1, 2001

Categories

Hourly Rate

Engineers/Scientists/Planners:

Grade 1	
Grade 2	\$ 80.00
Grade 3	90.00
Grade 4	100.00
Grade 5	110.00
Grade 6	125.00
Principal	135.00
Associate	150.00
Vice President	160.00
Sr. Vice President	175.00
	185.00

Support Service:

Designer Drafter 1	
Designer Drafter 2	55.00
Designer Drafter 3	65.00
Designer Drafter 4	75.00
Designer Drafter 5	80.00
Designer Drafter 6	85.00
Designer Drafter 7	95.00
Designer Drafter 8	110.00
Inspectors (CNRI4)	120.00
(CNRI5)	75.00
Administrative Manager	90.00
Administrative Assistant	75.00
Office Clerk	55.00
Clerical Manager	40.00
Word Processor	55.00
Technical Writer	55.00
Financial Manager	75.00
Contract Administrator	90.00
Finance Assistant	75.00
Accounting Clerk	45.00
	45.00

Miscellaneous Expenses:

Auto Mileage	
Computer Time - PC	0.345/Mile
Computer Time - AutoCAD	4.00/Hour
Reproduction Services	12.00/Hour
Black and White Copies	
Color Copies	\$0.10/Page
Outside Services	\$1.00/Page
Materials and Other Expenses	Cost + 10%
	Cost + 10%