

AGREEMENT TO FURNISH SUPPORT SERVICES FOR REDLANDS UTILITIES ADVISORY COMMITTEE AND STATE REVOLVING FUND LOAN REVENUE PROGRAM

This Agreement is made and entered into this 7th day of June, by and between the City of Redlands, a municipal corporation (hereinafter "City") and Raftelis Financial Consultants, (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 to perform services ("Services") for Support Services for the Redlands Utilities Advisory Committee and State Revolving Fund Loan Revenue Program ("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.
- 2.2.1 Consultant shall comply with applicable Federal, State and local laws in connection with its performance of the Services including, but not limited to, applicable State Labor Code requirements and non-discrimination laws including the Federal Americans with Disabilities Act and the State's Fair Employment and Housing Act.
- 2.3 Consultant acknowledges and agrees that if it violates the provisions of the California Labor Code relating to prevailing wage that City may withhold payments to Consultant pursuant to Labor Code sections 1726, 1727 and 1771.6.
- 2.4 Consultant agrees that if it engages a subcontractor to perform any of the Services, that Consultant shall comply with California Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. Consultant acknowledges that the statutory provisions for penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by the City pursuant to Labor Code sections 1775 and 1813.

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 Douglas Headrick 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 \$10,000.00. 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

Mr. Douglas Headrick
Municipal Utilities Department
35 Cajon Street
P.O. Box 3005
Redlands, CA 92373

CONSULTANT

Mr. Sudhir Pardiwala
Raftelis Financial Consultants
201 S. Lake Boulevard, Suite 803
Pasadena, CA 91101

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 Project and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Consultant shall not commence the Services unless and until all required insurance listed below is obtained by Consultant and Certificates of Insurance and endorsements evidencing such insurance are presented to City. All insurance policies shall include a provision prohibiting cancellation, except upon thirty (30) days prior written notice to City.

6.2 Worker's Compensation and Employer's Liability

- A. Consultant shall secure and maintain Workers Compensation and Employer's Liability insurance throughout its performance of the Services in amounts which meet statutory requirements with an insurance carrier acceptable to City
- B. Consultant expressly waives all rights to subrogation against the City, its elected officials and employees for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees. Consultant agrees that its 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. 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 its performance of the Services 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. Consultant shall obtain an endorsement that City shall be named as an additional insured.

6.4 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout its performance of the Services in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000)

annual aggregate.

- 6.5 **Business Auto Liability Insurance.** Consultant shall have business auto liability coverage, with minimum limits of one million dollars (\$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 in connection with its performance of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Consultant shall obtain an endorsement that City shall be named as an additional insured.
- 6.6 **Assignment and Insurance Requirements.** Consultant is expressly prohibited from assigning any of the Services without the prior written consent of City. In the event of mutual agreement between the parties to assign a portion of the Services, Consultant shall add the assignee as an additional insured to Consultant's insurance policies and provide City with insurance endorsements prior to any Services being performed by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.
- 6.7 **Hold Harmless and Indemnification.** Consultant shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Consultant's negligent and/or intentionally wrongful acts or omissions in performing the Services; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

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 attorneys fees.
- 7.2 All documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant pursuant to this Agreement and any copyright interest in such documents 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 and any use of incomplete documents will be at City's sole risk.
- 7.3 Consultant's key person for the Project is Sudhir Pardiwala, Project Manager and Consultant agrees that Mr. Pardiwala shall be made available and assigned to the

Project, and that he shall not be replaced without concurrence from City.

- 7.4 Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. 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.
- 7.5 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- 7.6 This Agreement may be terminated by the City, without cause, by providing five (5) days prior written notice to Consultant of intent to terminate.
- 7.7 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but no amount shall be allowed for anticipated profit or unperformed Services, and 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.
- 7.8 Upon receipt of a termination notice, Consultant shall immediately discontinue all Services, and within five (5) days of the date of such notice, 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. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.
- 7.9 Consultant shall maintain books and accounts of all payroll costs and expenses incurred in performing the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 7.10 This Agreement, including the attachments 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 agreements with regard to the subject matter hereof between City and Consultant are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City Council of City and signed by City and Consultant.
- 7.11 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")

By: 
Susan Pepler
Mayor

RAFTELIS FINANCIAL CONSULTANTS
("Consultant")

By: 
Sudhir Pardiwala
Vice-President

ATTEST:


Lorrie Poyzer - City Clerk
City of Redlands

ATTACHMENT A

SCOPE OF SERVICES

RFC will provide the following services.

Task 1 Develop Final Report for Non Potable and Recycled Water Rate Study

RFC will provide services to develop the final report for the Non-Potable and Recycled Water Rate Study, including updates to the draft report presented to the Utilities Advisory Committee. The final report will include charges for existing and future users, based upon the City of Redlands Ordinance No. 2608.

Task 2 Revenue Program for State Water Resources Control Board

RFC will prepare the final wastewater/recycled water revenue program required to support the City's low interest loan from the SWRCB. The revenue program will be presented to the City to include in a package to be sent to the SWRCB along with other documents required to complete the application process. RFC will handle any inquiries from the SWRCB related to the revenue program.

ATTACHMENT B

PROJECT SCHEDULE

All services described in Attachment A will be completed by July 31, 2005.

ATTACHMENT C

PROJECT FEE

Services will be provided on a salary cost basis. Tasks in this scope of work will be completed for a not to exceed amount of \$10,000 including direct costs.

ATTACHMENT D

RATE SCHEDULE

Hourly Rates

RFC proposes to provide the tasks identified in our Scope of Services at the hourly billing rates shown in the table below.

	Hourly Billing Rate
Project Manager	\$180
Consultant	\$155
Financial Analysts	\$130
Clerical	\$60

Reimbursement of Direct Expenses

Direct expenses are costs incurred in providing the services outlined in the proposed Scope of Services. Such expenses include items such as travel, technology charges, postage, long distance telephone, reproduction, etc.