

AGREEMENT TO FURNISH
HYDROGEOLOGIC AND REGULATORY COMPLIANCE SERVICES
FOR THE CALIFORNIA STREET LANDFILL

This Agreement is made and entered into this 4th day of February, 1997 by and between the City of Redlands, a municipal corporation (hereinafter "City") and 3D GeoServices, Inc., (hereinafter "Consultant").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, City and Engineer hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant, and Consultant hereby accepts the engagement, to perform professional hydrogeologic consulting services ("Services") for hydrogeologic and regulatory compliance for the City's California Street Landfill ("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 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 Work," 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 Valorie Shatynski, Solid Waste Manager, to act as its representative with respect to the Services to be performed under this Agreement.

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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.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed \$15,000 in accordance with Attachment C - Fee. City shall pay Consultant on a time and materials basis at the hourly rates shown in Attachment D - 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
Valorie Shatynski
Municipal Utilities Department
35 Cajon Street
P. O. Box 3005
Redlands, CA 92373

Consultant
Mercedes Murillo, President
3D GeoServices, Inc.
926 Alta Vista Drive
Altadena, CA 91001

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 shall maintain worker's compensation insurance and, in addition, shall maintain

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insurance to protect City from claims for damage due to bodily injury, personal injury and death, and claims for injury to or destruction of tangible property while performing the Services required by this Agreement. Said public liability and property damage insurance shall be in a minimum combined single limit of \$500,000, and in the aggregate. Consultant shall maintain comprehensive automobile liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage. Consultant shall maintain professional liability insurance in the aggregate amount of \$1,000,000 with a minimum of \$500,000 per occurrence. City shall be named as an additional insured under all policies for public liability, property damage and comprehensive automobile liability and professional liability insurance, and such insurance shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. Consultant shall provide City with certificates of insurance evidencing such insurance coverage prior to commencing the Services.

- 6.2 Consultant shall indemnify, hold harmless and defend City and its elected officials, officers, agents and employees from and against all claims, loss, damage, charges or expense, to which it or any of them may be put or subjected to the extent that they arise out of or result from any willful or negligent act or actions, omission or failure to act on the part of the Consultant, its contractors, its suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them maybe liable in the performance of the Services required by this Agreement.

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: Mercedes Murillo, R.G., C.E.G.
Research Assistant: Patti Costa, P.E.
Engineering Review: David R. Bachtel, P.E.

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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 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 either party, without cause, by providing thirty (30) days prior written notice to the other (delivered by certified mail, return receipt requested) of intent to terminate.
- 7.8 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.
- 7.9 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.
- 7.10 Consultant shall maintain books and accounts of all Project related payroll costs and all expenses. Such books shall be available at all reasonable times for examination by the City at the office of Consultant.
- 7.11 This Agreement, including the attachments incorporated herein by reference, represents the

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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.

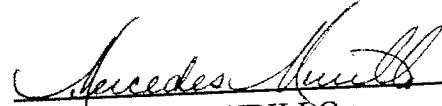
7.12 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

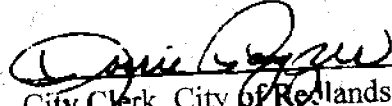
City of Redlands
("City")

By: 
SWEN LARSON
Mayor

3D GeoServices, Inc.
("Consultant")

By: 
MERCEDES MURILLO
President

ATTEST:


City Clerk, City of Redlands

HYDROGEOLOGIC AND REGULATORY SERVICES

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT A

SCOPE OF SERVICES

Services to Be Provided

This scope of work consists of the provision of technical report review and hydrogeologic support associated with groundwater evaluation and detection monitoring. Such support will include regulatory agency liaison and consulting to provide an understanding of regional and local groundwater issues related to conditions at the CSL. This Scope specifically consists of evaluating four chemical and physical groundwater monitoring data and reports on a quarterly basis, as well as any other technical reports which contain hydrogeologic-related issues. Finally, this Scope consists of the finalization of the draft "Monitoring Well Completion Report" for Monitoring Wells B-1A and B-10, which were installed by 3D GeoServices in late 1995.

This Scope is intended to provide the City with experienced, third party oversight to facilitate an end to the Evaluation Monitoring Program (EMP) currently in effect at the CSL and to negotiate a revised Detection Monitoring Program (DMP) with the Regional Water Quality Control Board, Santa Ana Region (SARWQCB).

Deliverables

This Scope includes the provision of deliverables, to consist of memorandums, letter reports, text and faxed information to City staff on a time and materials basis upon request. In addition, five final reports (including one in unbound form) will be submitted to the City for the draft "Monitoring Well Completion Report" for CSL monitoring wells B-1A and B-10 installed in late 1995. All technical engineering, geologic and hydrogeologic reports will be certified by a Geologist or a Professional Civil Engineer registered in the State of California.

HYDROGEOLOGIC AND REGULATORY SERVICES

ATTACHMENT B

PROJECT SCHEDULE

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The services described herein are proposed to be provided during the 1997 calendar year, to coincide with the annual groundwater quality reporting period established for the CSL by the SARWQCB. All work will be provided according to individual deadlines to be determined by the City during this period.

HYDROGEOLOGIC AND REGULATORY SERVICES

ATTACHMENT C

PROJECT FEE

ATTACHMENT C

FEE

This work will be billed on a time-and-materials basis in accordance with our Rate Schedule, Attachment D. This includes all hourly rates, plus other direct and indirect costs associated with the proposed services described in this proposal. The fee for this scope of work for Hydrogeologic and Regulatory Services for the 1997 Calendar Year, California Street Landfill, City of Redlands, California is \$15,000.00. These charges will not be exceeded without the City's written authorization.

HYDROGEOLOGIC AND REGULATORY SERVICES

ATTACHMENT D

RATE SCHEDULE

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RATE SCHEDULE

Hourly rates for professional personnel and other costs consist of the following:

Staff Rates	
Staff Personnel	Rate
Mercedes A. Murillo, C.E.G.	\$80.00 per hour
Patti Costa, P.E.	\$80.00 per hour
David R. Bachtel, P.E.	\$80.00 per hour

Rate Schedule	
Item	Rate
Professional Personnel (P.E. or C.E.G.)	\$80.00 per hour
Subcontracted Professional Services, Supplies	Cost plus 12%
Materials and Direct Costs (Copies, long distance telephone charges, special order office supplies, slide preparation, report and other presentation media, other direct costs)	Cost