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AGREEMENT TO FURNISH
ENGINEERING SERVICES FOR THE LANDFILL GAS SYSTEM
AT THE CALIFORNIA STREET LANDFILL

This Agreement is made and entered into this 1st day of December, 1998 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Janecek & Associates, hereinafter "Engineer").

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

ARTICLE 1 - ENGAGEMENT OF ENGINEER

- 1.1 City hereby engages Engineer, and Engineer hereby accepts the engagement, to perform professional landfill gas system engineering services ("Services") for the Landfill Gas Collection System at the City's California Street Landfill ("Project").
- 1.2 The Services shall be performed by Engineer in a professional manner, and Engineer 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 engineers in the industry providing similar types of services.

ARTICLE 2 - SERVICES OF ENGINEER

- 2.1 The specific Services which Engineer 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 Engineer information in its possession that is pertinent to the performance of Engineer's Services.
- 3.2 City will provide access to and make provisions for Engineer to enter upon City-owned property as required by Engineer 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 Engineer shall perform the Services in a diligent manner and in accordance with the schedule set forth in Attachment B - Project Schedule.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Engineer's performance of the Services shall not exceed \$31,835, in accordance with Attachment C - Project Costs. City shall pay Engineer on a time and materials basis at the hourly rates shown in Attachment D - Fee Schedule.
- 5.2 Engineer 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 Engineer shall be made within 30 days after receipt and approval of Engineer's invoice, by warrant payable to Engineer.
- 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

Engineer
Alan Janecek, P.E.
Janecek & Associates
2316 Elden Avenue, Suite D
Costa Mesa, CA 92627

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 Engineer shall be exempt from providing workers' compensation insurance for company officers, who will be covered under an equivalent private disability insurance. No other employees will be utilized for this Project. Engineer shall provide automobile liability, and, in addition, shall maintain 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 \$1,000,000, and in the aggregate. Engineer shall maintain professional liability insurance in the aggregate amount of \$1,000,000 with a minimum of \$500,000 per occurrence. Automobile liability shall be in a minimum \$100,000 blanket, and \$50,000 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. Engineer shall provide City with certificates of insurance evidencing such insurance coverage prior to commencing the Services.
- 6.2 Engineer 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 Engineer, its contractors, its suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be 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 Engineer 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.

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- 7.3 Engineer's only personnel for the Project will be Alan Janecek. Engineer 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 Engineer 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 Engineer is for all purposes an independent contractor. All personnel employed by Engineer are for its account only, and in no event shall Engineer 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 Upon receipt of a termination notice, Engineer 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 Engineer in performing the Services required by this Agreement.
- 7.9 Engineer 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 Engineer.
- 7.10 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

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shall be in writing, approved by the City Council of City and signed by City and Engineer.

- 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 Engineer have signed in confirmation of this Agreement.


City of Redlands
("City")

By:


WILLIAM E. CUNNINGHAM
Mayor

Janecek & Associates
("Engineer")

By:


ALAN JANECEK
President

ATTEST:


City Clerk, City of Redlands

ATTACHMENT A

SCOPE OF WORK

**SERVICES for the LANDFILL GAS SYSTEM
at the
CALIFORNIA STREET LANDFILL**

ENGINEERING SUPPORT

INTRODUCTION

The scope of work for this project consists of providing assistance to the City of Redlands staff for engineering tasks related to the LFG Collection System at the California Street Landfill. Janechek & Associates will provide assistance with preparation of the Refuse Disposal Site Information (RDSI) or a Joint Technical Document (JTD). In addition, the scope of work includes preparation of a LFG database, nine months of technician assistance with the LFG collection system operation, and engineering assistance with LFG system upgrades. A budget for material purchases is also included.

SCOPE OF WORK

The tasks for this scope of work are broken down into the categories discussed in detail below.

RDSI Preparation

This task consists of preparing modifications to the existing LFG system portions of the RDSI. The scope of work will include preparation of Drawings showing the existing LFG collection and monitoring system and necessary revisions to the text to reflect the existing system.

A contingency budget has also been included for this task in the event that the City determines to prepare a JTD instead of an RDSI.

Technician Assistance

The purpose of this task is to supplement the existing contract that provides three months of a technician's assistance with operation and monitoring of the LFG collection system. The scope of work consists of an additional nine months of technician assistance. The technician provided, Gary Osborne, will provide one year of interaction with the City's operation staff to reinforce operation techniques. The technician assistance will be on an as-needed basis depending on the City's needs.

LFG Database Preparation

The purpose of this task is to prepare a LFG database for organization of the LFG well and probe monitoring data. The database will be designed to allow electronic collection of monitoring data in the field and downloading to the database. The database will allow easy user access by City staff to retrieve data in any desired format. The database will also be designed to incorporate groundwater monitoring data in the future and will be compatible with the City's development of a Geographic Information System (GIS).

This task also includes input of old LFG monitoring data to provide historical analysis abilities. A minimum of the previous two years of data will be input.

Assistance with LFG System Upgrades

This task consists of providing engineering and construction assistance for upgrades to the LFG collection system, including replacement of header pipes and air and condensate pipes that have had a high cost of maintenance.

Material Purchases

This task provides a budget for material purchases related to the LFG collection system. Materials will be provided on an as needed basis at the request of the City.

LIMITATIONS

The results contained in any oral or written report will be based upon the information acquired at the time of the investigation. It is possible that not all conditions will be identified during this project. The work will be consistent with the level of care and skill ordinarily exercised by members of our profession currently practicing under similar conditions in Southern California. No warranty is expressed or Implied.

This proposal is the property of Janechek & Associates and may be used only by the City of Redlands and only for the purposes stated, within a reasonable time from its issuance.

ATTACHMENT B
PROJECT SCHEDULE

CALIFORNIA STREET LANDFILL

ID	Task Name	Duration	December Dec	January Jan	February Feb	March Mar	April Apr	May May	June Jun	July Jul	August Aug
1	CITY ISSUES NOTICE TO PROCEED	1d	12/1								
2	RDSI PREPARATION	40d									
3	TECHNICIAN ASSISTANCE	195d									
4	LFG DATABASE PREPARATION	40d									
5	DATABASE INPUT OF OLD DATA	20d									
6	ASSISTANCE WITH LFG SYSTEM UPGRADES	80d									

Project: SCHED.MPP
Date: Tue 11/24/98

Task

Progress

Milestone



Summary

Rolled Up Task

Rolled Up Milestone





Rolled Up Progress



ATTACHMENT C

PROJECT COSTS

**ADDITIONAL WORK
SCOPE OF WORK
CALIFORNIA STREET LANDFILL - 1998-1999**

CATEGORY TASK		MONTHLY HOURS	ANNUAL HOURS	RATE	SUBTOTAL
ENGINEERING SUPPORT					
	RDSI PREPARATION		56	82	\$ 4,592
	RDSI CONTINGENCY				\$ 2,000
	TECHNICIAN ASSISTANCE 9 MONTHS	20	180	40	\$ 7,200
	LFG DATABASE PREPARATION		64	82	\$ 5,248
	LFG DATABASE INPUT OF OLD DATA		80	24	\$ 1,920
	ASSISTANCE WITH LFG SYSTEM UPGRADES		80	82	\$ 6,560
				82	\$ -
SUBTOTAL - ENGINEERING SUPPORT					\$ 27,520.00
EXPENSES		QUANTITY	RATE UNIT		
					\$0.00
	MILEAGE	900	\$0.35	MI	\$315.00
	MATERIAL PURCHASES	1	\$4,000	LS	\$4,000.00
					\$0.00
SUBTOTAL - EXPENSES					\$4,315.00
TOTAL BUDGET ESTIMATE					\$31,835.00

ATTACHMENT D

FEE SCHEDULE

JANECHEK & ASSOCIATES

SCHEDULE of CHARGES

Effective May 1, 1998

1. For hourly workers, time worked in excess of eight hours per day and weekend work will be charged at 1.5 times the hourly rate.
2. Outside services will include a 10% markup unless listed in the project scope of work.

FEE SCHEDULE

Principal Engineer	\$82/hr
Senior Environmental Technician	\$40/hr
Mileage	\$0.35/mi.
D-Size Plots	\$9.00 each
Drawing Bluelines	\$4.50 each