

**AGREEMENT FOR THE PERFORMANCE OF GEOTECHNICAL FIELD SERVICES
FOR THE CITY OF REDLANDS' NEVADA STREET SEWER TRENCH REPAIR
PROJECT AND THE BROOKSIDE AVENUE SEWER MAIN REPLACEMENT
PROJECT.**

This agreement for the provision of geotechnical field testing services for the City of Redlands' Nevada Street sewer trench repair project and the Brookside Avenue sewer main replacement project ("Agreement") is made and entered into this 20th day of May, 2010 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Hilltop Geotechnical ("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 perform geotechnical field services for City's Nevada Street sewer trench pavement repair project and the Brookside Avenue sewer main replacement project (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," entitled "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, the Americans with Disabilities Act, the Fair Employment and Housing Act and 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 Mr. Bassam Alzammar 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 the Services in a prompt and diligent manner and in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule."
- 4.2 During the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work that is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Services may be agreed to by the Parties by written amendment to this Agreement, executed by the City Manager, or duly authorized city official. Consultant shall not perform, nor be compensated for, Extra Services without such written authorization from City.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Three Thousand Nine Hundred and Thirty Dollars (\$3,930). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Project Costs," and based upon the hourly rates shown in Exhibit "D," entitled "Rate Schedule." Both Exhibits "C" and "D" are attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the work 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 project. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City
Bassam Alzammar
Municipal Utilities and Engineering Dept.
City of Redlands

Consultant
Mark Hulett
Hilltop Geotechnical
786 S. Gifford Avenue

35 Cajon Street, Suite 15A
PO Box 3005 (mailing)
Redlands, CA 92373

San Bernardino, CA 92408

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Insurance. Insurance 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 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, except for ten (10) days notice for cancellation due to non-payment of premium.
- 6.2 Workers' Compensation and Employer's Liability. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "E," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 6.3 Hold Harmless and Indemnification. 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 and negligent act, omission or failure to act by Consultant, its officers, employees and agents in performing the Services.
- 6.4 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement 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. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance shall be delivered to City

prior to commencement of the Services.

- 6.5 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made. Certificates of insurance shall be delivered to City prior to commencement of the services.
- 6.6 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 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 a certificate of insurance and endorsement shall be delivered to City prior to commencement of the services. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.

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 or participate in:
- (i) the making or any governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
 - (iii) authorizing City to enter into, modify or renew a contract;
 - (iv) granting 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) granting City approval to a plan, design, report, study or similar item;

(vi) adopting, or granting 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 officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

ARTICLE 8 - GENERAL CONSIDERATIONS

- 8.1 Attorneys' Fees. 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 Prohibition Against Assignment. 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.
- 8.3 Documents and Records. Project related documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, 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, shall be at City's sole risk.
- 8.4 Independent Contractor Status. Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply 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.

8.5 Termination.

A. Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.

B. This Agreement may be terminated by City, in its sole discretion, by providing thirty (30) days' prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate.

C. 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.

D. 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.

8.6 Books and Records. 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.

8.7 Entire Agreement/Amendment. 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, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

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

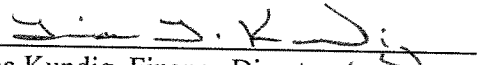
8.9 Severability. If one or more of the sentences, clauses, paragraphs or sections contained in


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 the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

HILLTOP GEOTECHNICAL.

By: 
Tina Kundig, Finance Director / Treasurer

By: 
Mark Hulett

Attest:

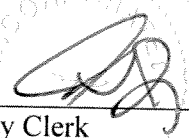

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

HILLTOP GEOTECHNICAL, INC., as the Geotechnical consultant will:

- **HILLTOP GEOTECHNICAL, INC.** will perform routine sieve analysis, sand equivalent, and compaction testing as required.
- Conduct on-site observations of the work in progress to assist the City of Redlands in determining when the work is, in general, proceeding in accordance with the contract documents.
- Report to the City of Redlands or its representative, whenever the inspector believes that work is faulty, defective, does not conform to contract documents, or has been damaged; or whenever there is defective material or equipment; or whenever inspector believes the work should be uncovered for observations or requires special testing.
- Furnish three (3) copies of the final report for City's review and approval. Reports shall be certified by **HILLTOP GEOTECHNICAL, INC.**'s registered Civil Engineer (Mr. Donald Curran) for the tests performed.
- **HILLTOP GEOTECHNICAL, INC** will work with the Contractor to coordinate field activities for schedules and locations of the inspection, testing, and access to construction operations.

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EXHIBIT "B"
PROJECT SCHEDULE

The schedule for density testing of compacted trench backfill will follow the construction schedule'.

The duration for the Nevada Street sewer trench repair project completion is 20 calendar days.

The duration for the Brookside Avenue sewer main replacement project is 30 calendar days.

EXHIBIT "C"
PROJECT COSTS
ITEMIZED COST ESTIMATE
(Based on General Prevailing Wage Rates)
Both Projects Combined

I. FIELD OBSERVATION AND TESTING (SOILS)

Field Technician (Soils) Trench Backfill 8 trips @ 3 hours/trip @ \$84.00/hour	\$2,016.00
Field Technician (Soils) Base Compaction 2 trips @ 3 hours/trip @ \$84.00/hour	\$504.00
Supervisor/Project Management 1 hour @ \$96.00/hour	\$96.00

LABORATORY TESTING

Maximum Density Tests (Soils) 4 @ \$140.00/each	\$560.00
Hveem Density Test (Asphalt) 2 @ \$177.00/each	\$354.00

FINAL SUMMARY REPORT (Both Projects)	<u>\$400.00</u>
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TOTAL ESTIMATE	\$3,930.00
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MINIMUM CHARGE

Engineering Technician	3 hours
Registered Inspector, 7AM to 11AM	4 hours
Work past 11AM or Over 4 Hours	8 hours
Show Up and No Testing or Inspection.....	2 hours
Cancellation of Work After 3:30 pm on previous day.....	3 hours

OVERTIME

Overtime at the rate of 1.5 times the applicable hourly rate will be charged for any time in excess of 8 hours and less than 12 hours in any one day, Monday through Friday, and time before 6:00 a.m. or after 6:00 p.m. and for Saturday work up to 8 hours. Work performed in excess of 12 hours on Monday through Friday, in excess of 8 hours on Saturday, and all work on Sundays or Company recognized Holidays will be charged at 2.0 times the applicable hourly rate.

PERSONNEL JOB CLASSIFICATION CITY OF REDLANDS-PREVAILING WAGE	UNIT RATES (hr)
SOIL TECHNICIAN - (3-hour min.)	\$84.00
MATERIAL TECHNICIAN - (3-hour min.)	\$84.00
SUPERVISOR/PROJECT MANAGER	\$96.00
PROJECT FIELD GEOLOGIST/ENGINEER	\$104.00
ENGINEERING GEOLOGIST (CEG)	\$140.00
GEOTECHNICAL ENGINEER (GE)	\$140.00
DRAFTSMAN	\$62.00
WORD PROCESSING	\$57.00
MILEAGE RATE - only when no testing is performed	No Charge

LABORATORY TESTING	UNIT RATES (ea.)
Calif. Test No. 202 - Sieve Analysis of Fine and Coarse Aggregates (each)	\$100.00
ASTM D 1557 - Relative Compaction of Untreated and Treated Soils and Aggregate Soils and aggregates. (or Calif. Test 216)	\$135.00
Hveem Density (Spec. Gravity/Stability)	\$177.00
Calif. Test No. 382 - Asphalt Content	\$186.00

EXHIBIT "D"
RATE SCHEDULE

2010 SCHEDULE OF FEES-P10066R
City of Redlands-Nevada Street Sewer Trench Repair

PERSONNEL CHARGES

Drafting, per hour	\$ 65.00
Labor, per hour	\$ 65.00
Pick-up (Sample), per hour	\$65.00
Word Processing/Clerical, per hour	\$60.00
Engineer Registered, per hour	\$150.00
Engineer Non-Registered, per hour	\$108.00
Geologist Registered, per hour	\$150.00
Geologist Non-Registered, per hour	\$108.00
Inspector - ICBO, per hour	\$76.00
Project Manager, per hour	\$96.00
Supervisor, per hour	\$96.00
Technician - Geologic, per hour	\$76.00
Technician - Grading, per hour	\$76.00
Technician - Senior Grading, per hour	\$80.00
Technician - Manometer, per hour	\$76.00
Technician - Material, per hour	\$76.00
Technician - Post Grading, per hour	\$76.00
Technician - Office, per hour	\$80.00
Technician - Sr. Office, per hour	\$80.00
Prevailing Wage - Inspector ICBO, per hour	\$84.00
Prevailing Wage - Technician Concrete, per hour	\$84.00
Prevailing Wage - Technician Grading, per hour	\$84.00
Prevailing Wage - Post Grading, per hour	\$84.00
Outside Drilling Service	Cost Plus 15%

LABORATORY TESTING FEES

SOIL TESTING

Chloride Test,	\$80.00
Chunk Density & Moisture	\$25.00
Consolidation Test	
a) Consolidation - full	\$155.00
b) Consolidation - Remold	\$40.00

c) Consolidation - Single Point	\$80.00
Corrosion Analysis Test (Ph Redox, Resistivity)	\$145.00
Direct Shear Test	
a) Direct Shear - In-Situ	\$165.00
b) Direct Shear - Remold	\$205.00
Expansion Index Test	\$115.00
Maximum Density Test	\$140.00
Moisture Content Test	\$15.00
Organic Content Test	\$35.0
Permeability Test	Quote
Atterberg Limits Test	\$120.00
Resistance Value Test (R-value)	\$260.00
Resistivity	\$105.00
Ring Moisture & Density Test	\$20.00
Sand Equivalent Test	\$100.00
Sieve Analysis Test - (Hydrometer)	\$200.00
Sieve Analysis Test - (Full)	\$100.00
Sieve Analysis Test - (-200)	\$85.00
Sulfate Test	\$65.00
Turbidity Test	\$25.00

CONCRETE / MASONRY TESTING

Cylinder Compression Test	\$28.00
Cylinder Core, Charge	\$33.00
Cylinder Trim, Charge	\$10.00
Grout Compression Test	\$34.00
Mortar Compression Test	\$34.00

ASPHALT TESTING

Asphalt Content - Ignition Oven, Premixed AC Sample (CT382), ea	\$125.00
Asphalt Content / Gradation - Ignition Oven, Premixed AC Sample (CT202, CT382), ea	\$200.00
Hveem Specific Gravity / Stability Value, Premixed AC Sample (CT308, CT366), ea	\$177.00
Hveem Stability Value - Premixed AC Sample (CT366), ea	\$120.00
Hveem Specific Gravity / Stability Value (Rubberized Asphalt), Premixed AC Sample (CT308, CT366), ea	\$210.00
Hveem Stability Value (Rubberized Asphalt) - Premixed AC Sample (CT366), ea	\$150.00
Specific Gravity of Hveem or Core Sample -Uncoated (CT308), ea	\$45.00
Specific Gravity of Hveem or Core Sample -Coated (CT308), ea	\$65.00

AGGREGATE TESTING

Specific Gravity and Absorption - Coarse	
Aggregate (ASTM C127)	\$110.00
Specific Gravity and Absorption - Fine	
Aggregate (ASTM C128)	\$150.00
Sodium or Magnesium Sulfate Soundness	
Fine or Coarse Aggregate (ASTM C88), per sieve size tested	\$65.00
Los Angeles Abrasion - Small Size Coarse	
Aggregate (ASTM C131)	\$220.00
Los Angeles Abrasion - Large Size Coarse	
Aggregate (ASTM C535)	\$240.00
Durability Index Fine or Coarse Aggregate	
(Calif 229).....	\$160.00
Potential Reactivity of Aggregate - Chemical	
Method (ASTM C289).....	\$375.00
Petrographic Examination Fine to Coarse	
Method (ASTM C295).....	\$1,400.00
Gradation of Aggregates (ASTM C136) (Calif 202)	
Fine Aggregate Dry Sieve.....	\$85.00
Fine Aggregate Washed Sieve	\$115.00
Coarse Aggregate Dry sieve	\$90.00
Coarse Aggregate Washed Sieve	\$120.00
Combined Aggregate Dry Sieve	\$150.00
Combined Aggregate Washed sieve	\$200.00
Material Finer than #200 Sieve	
(ASTM C117).....	\$100.00
Sand Equivalent Test (ASTM D2419) (Calif 217).....	\$105.00
Flat and Elongated Particles (ASTM D4791).....	\$200.00
Clay Lumps and Friable Particles (ASTM C142)	\$100.00
Lightweight Particles (ASTM C123)	
Coat / Lignite (sp gr = 2.00)	\$100.00
Chert (sp gr = -2.4)	\$100.00
Organic Impurities in Fine Aggregate (ASTM C40).....	\$65.00
Cleanness Value (Calif 227).....	\$160.00
Unit Weight / Calculated Voids (Fine / Coarse	
/ Mixed Aggregates) (ASTM C29).....	\$140.00
Resistance Value Test (R-Value) (Calif 301)	
Aggregate Base Material.	\$260.00
Potential Alkali Reactivity of Cement-Aggregate	
Combinations (Mortar-Bar Method) (ASTM C227).	Quote
Potential Volume Charge of Cement-Aggregate	
Combination (ASTM C342)	Quote

Potential Reactivity Rock Cylinder Method (ASTM C586)	Quote
Length Change Due to Alkali-Carbonate Reactivity (ASTM C1105).....	Quote
Potential Reactivity Mortar Bar (ASTM C1260)	Quote
Potential Expansion of Aggregates from Hydration (ASTM D4792).....	Quote
Aggregate Sampling, Staff Geologist / Engineer (Portal to Portal), per hour	\$108.00
Mileage, per mile	\$0.50
Sample preparation, packaging, and delivery for shipping for outside services, per hour	\$60.00
Registered Geologist / Engineer for Test Result Evaluation, Report Preparation, Consultation, etc., per hour	\$150.00
Shipping	Cost Plus 15%
Outside Testing Services	Cost Plus 15%

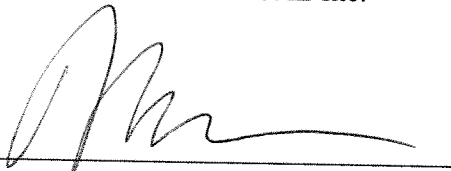
EXHIBIT "E"
WORKERS' COMPENSATION INSURANCE CERTIFICATION
NEVADA STREET SEWER TRENCH REPAIR PROJECT,
AND THE BROOKSIDE AVENUE SEWER MAIN REPLACEMENT PROJECT.

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 in one or more insurer 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.

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 of this Agreement. (Labor Code §1861).

HILLTOP GEOTECHNICAL Inc.

By: 
Mark Hulett

5/20/2010
Date: