

MUTUAL AID AGREEMENT

THIS AGREEMENT is between and among the undersigned members of the UPPER SANTA ANA WATER RESOURCES ASSOCIATION, an unincorporated association organized for the mutual benefit of the parties with respect to the management of water resources in the Upper Santa Ana River Watershed.

R E C I T A L S

WHEREAS, the members of the UPPER SANTA ANA WATER RESOURCES ASSOCIATION are public agencies and private water companies and each has certain equipment and personnel under its management and control, and

WHEREAS, the equipment and personnel may be available to assist each agency in the event of a natural or man-made disaster which would affect the services provided by each of the members to the customers, and

WHEREAS, the members of the UPPER SANTA ANA WATER RESOURCES ASSOCIATION desire to cooperate in providing and sharing available equipment upon request of a member agency under the terms of this agreement.

A G R E E M E N T

NOW THEREFORE, the undersigned parties hereto agree as follows:

1. In the event of any natural or man-made disaster which will disrupt or damage the ability of any of the parties to this agreement to continue to serve the public or customers of the party, the parties will

cooperate to the maximum extent possible to provide mutual assistance as requested.

2. In the context of this agreement, "natural or man-made disaster" shall mean a situation or set of circumstances such that property damage or personal injury has occurred or is likely to occur, the occurrence of which will disrupt the services provided by the member agency.
- 3.(a) Each party to this agreement shall provide all other parties with a complete listing of equipment and materials which will be available to the other for mutual aid assistance.
- (b) Each party will provide to the Association the name, address, telephone number and title of the Responsible Managing Employee and each person authorized to request or respond to requests for mutual aid assistance.
- (c) The party responding to a request for aid shall be reimbursed for costs incurred by the requesting party unless written provision is provided waiving reimbursement of costs, or unless the cost of the mutual aid is recovered by the requesting party as a part of federal or state disaster relief. If such relief is provided, the costs of the services reimbursed to the using party shall be paid to the providing party. Costs for reimbursement shall be calculated as follows:

- (1) Labor and supervision shall be all recorded costs of the responding agency and shall include but not be limited to: salaries, vacation, retirement, sick leave, and other benefits and related labor costs.
- (2) Equipment costs as shown in the then current Caltrans Equipment Price Listing.
- (3) Administration and overhead costs equal to ten percent (10%) of labor and supervision costs.
- (d) The party requesting assistance shall specify the type and extent of assistance required.
- (e) The party responding to the request shall designate the person responsible for the direction and supervision of the personnel provided to the requesting party, and the requesting party shall direct the disposition and utilization of personnel, equipment and materials furnished in response to such request only through the person so designated.
- (f) The personnel, equipment and materials furnished in response to the request for mutual aid shall be released by the requesting party when no longer needed or when the responding party requests return.
4. The Responsible Managing Employees of each of the parties to this agreement shall consult with the Association at least two (2) times each year to update the equipment and personnel list and revise any procedures for requesting and obtaining mutual

aid assistance. Failure to attend two consecutive meetings of the Responsible Managing Employees will result in termination of this agreement with that party upon notice as provided in Section 8(b) herein.

5. It is agreed by the parties hereto, that protection, maintenance and repair of their own system will receive precedence in responding to any request for mutual aid assistance.
- 6.(a) Each party to this agreement shall maintain in full force and effect worker's compensation insurance which covers the personnel involved in any response for mutual aid, and therefore, each party to this agreement waives all claims against the other for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.
 - (b) In addition, each party agrees to defend the responding party and hold it harmless from all claims by any third party for compensation for any loss, damage, personal injury or death occurring as a consequence of any act or omission of an officer, agent, or employee of the responding party which act or omission took place as a consequence of performance of this Agreement and while said officer, agent or employee was working under the general or specific direction of the requesting party.
7. No provision of this Agreement, and no action taken or

personnel, equipment or materials furnished pursuant to any such provision shall be construed to make the officer, employee or agent to one party to this Agreement, the officer, employee or agent of another party to this Agreement.

8.(a) This Agreement shall continue to be in force with respect to all parties signing hereunder, unless written notice of termination is provided to the other parties.

(b) This Agreement may be terminated if a party fails to attend two (2) consecutive Responsible Employee Meetings and provide update of the equipment, material and personnel available for mutual aid assistance, such termination will be made upon decision of the Board of Directors of the UPPER SANTA ANA WATER RESOURCES ASSOCIATION, after which notice of such termination shall be provided the party.

WHEREFORE, the parties hereto have caused this Agreement to be executed in counterpart as of the dates indicated.

AGENCY CITY OF REDLANDS

City of Redlands

BY:

Carol Desmet
Mayor

Date November 7, 1989

ATTEST:

Donna Boyer
City Clerk

AGREEMENT TO FURNISH ENGINEERING SERVICES

FOR

INVESTIGATION OF ALTERNATIVE WELL-HEAD TREATMENT PROCESSES
AT THE REES WELL

This AGREEMENT is made and entered into as of this 7th day of November, 1989,

by and between City of Redlands Municipal
Utilities Department herein
after referred to as "OWNER"

and Camp, Dresser, & McKee, Inc.,
hereinafter referred to as
"ENGINEER"

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

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

- 1.1 The OWNER hereby engages the ENGINEER and the ENGINEER hereby accepts the engagement to perform Engineering services in connection with the investigation of alternative well-head treatment processes at the Rees Well, hereinafter called the Project.
- 1.2 All work under this AGREEMENT shall be done in a professional manner, and ENGINEER represents that he is skilled in the professional expertise necessary to provide services under this AGREEMENT.
- 1.3 The ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers performing the same type of work for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this AGREEMENT.

ARTICLE 2 - SERVICES OF THE ENGINEER

- 2.1 The ENGINEER will perform the services in connection with the Project as defined in Attachment A, Scope of Work.

2.2 The following additional services may be provided by the ENGINEER when requested and approved by the OWNER:

1. Additional copies of reports.
2. Miscellaneous services not specified elsewhere in this AGREEMENT.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

- 3.1 The OWNER will place at the disposal of the ENGINEER all available information pertinent to the Project, including previous reports and any other data relative to the Project.
- 3.2 The OWNER will provide access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.
- 3.3 The OWNER will provide all environmental assessments or impact reports required for this project.
- 3.4 The OWNER will designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 The ENGINEER shall proceed with the engineering services set forth in Article 2 in accordance with the schedule defined in Attachment B.
- 4.2 The ENGINEER shall proceed with the services under this AGREEMENT promptly and will prosecute them diligently.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For the services performed under Article 2, OWNER will pay the ENGINEER monthly the sum of the following:
 - 5.1.1 Direct labor, times a multiplier of 3.10.
 - 5.1.2 Nonsalary expenses times a multiplier of 1.10.
- 5.2 Direct labor is defined as the amount of wages or salaries paid to the ENGINEER'S employees for the actual documented time chargeable to the Project.

- 5.3 Nonsalary expenses include such typical expenses as cost of: postage, copies, prints, mileage, computer, subcontractor, transportation, subsistence, miscellaneous supplies and equipment per diem.
- 5.4 ENGINEER agrees that the total compensation for the scope of work indicated in Attachment A shall not exceed \$22,600 without the OWNER'S prior written approval. A breakdown of estimated manhours, labor fees and expenses is contained in Attachment C.
- 5.5 Payment for additional services requested by the OWNER per Article 2.2 will be in accordance with a separately negotiated fee or in accordance with the rates shown in Attachment D, Direct Hourly Billing Rates.
- 5.6 ENGINEER agrees that at the point 75-percent of budgeted costs have been expended for each scope project, the ENGINEER will notify the OWNER in writing, including a brief report on job status, percent complete, analysis of budget, and envisioned expenses to complete the contractual effort. Budgets shall not be exceeded except if previously approved by OWNER.
- 5.7 The ENGINEER shall bill the OWNER within ten days following the close of each month by submitting an invoice indicating the work performed, who performed the work, and the detailed cost of all work including backup material, if requested.

Payments by OWNER to ENGINEER shall be made within 30 days after receipt and approval of ENGINEER'S hereinabove invoice, by warrant payable to CAMP, DRESSER, & MCKEE, INC.

All 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 should be addressed as follows:

TO OWNER: CITY OF REDLANDS
Municipal Utilities Department
P. O. Box 3005
2 East Citrus Avenue, Ste 203
Redlands CA 92373

TO ENGINEER: CAMP, DRESSER, & MCKEE, INC.
430 North Vineyard Ave., Suite 310
Ontario CA 91764
Attention: Richard W. Corneille

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. In all other instances, notices, bills 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 maintain worker's compensation insurance and, in addition shall maintain insurance to protect OWNER from claims for damage due to bodily injury, personal injury, or death and claims for injury to or destruction of tangible property while performing the services covered by this AGREEMENT. Said public liability and property damage insurance shall be in a minimum combined single limit of \$1,000,000 per occurrence. The OWNER shall be named a primary additional insured on insurance coverage for public liability and property damage. The ENGINEER shall provide OWNER with a certificate evidencing such insurance coverage.
- 6.2 ENGINEER agrees to maintain professional liability insurance pursuant to this paragraph to protect OWNER from negligent acts, errors or omissions of a professional nature; the total aggregate of ENGINEER'S professional liability insurance coverage shall be a minimum of \$1,000,000.
- 6.3 ENGINEER agrees to indemnify, hold harmless and defend OWNER and any and all of their officers, agents and employees from and against all claims, loss, damage, charge or expense, to which they or any of them may be put or subjected to arising out of or resulting from any willful or negligent act or actions, omission or failure to act on the part of the ENGINEER, his contractors, his 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 engineering services described in this AGREEMENT.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 In the event of any legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, expenses, including attorney's fees, as may be set by the Court.
- 7.2 The ENGINEER shall not sublet or assign any of the work covered by this AGREEMENT, except with the prior written approval of the OWNER and in strict compliance with the terms, provisions, and conditions of this AGREEMENT.

- 7.3 The key ENGINEER'S personnel proposed for the Project are as follows:

Richard W. Corneille, P.E. - Project Manager
Doug Brown, P.E. - Project Engineer

ENGINEER agrees that these key people will be made available and assigned to the OWNER'S project, and that they will not be replaced without concurrence from the OWNER.

- 7.4 It is understood and agreed by and between the parties that all documents, records, drawings, designs and specifications, cost estimates, and other project documents developed by the ENGINEER pursuant to this AGREEMENT shall become the property of OWNER and shall be delivered to OWNER if and when requested upon completion of services. Any reuse of such documents for other projects and any use of incomplete documents will be at the OWNER's sole risk.
- 7.5 ENGINEER is for all purposes an independent contractor. All qualified personnel provided by ENGINEER pursuant to the provisions of this AGREEMENT are to be employed by ENGINEER for his account only, and in no event shall ENGINEER or any personnel retained by him be deemed to have been employed by the OWNER or engaged by the OWNER for the account of or on behalf of the OWNER.
- 7.6 Unless earlier terminated as stipulated below, this agreement shall terminate upon completion and acceptance by the OWNER of all work approved for performance under Article 2 of this AGREEMENT.
- 7.7 This AGREEMENT may be terminated in writing by either party in the event of failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party: PROVIDING, that no such termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 7.8 If this AGREEMENT is terminated by the OWNER for reasons of default by the ENGINEER, an adjustment to ENGINEER'S compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs to the OWNER occasioned by the ENGINEER'S default. If termination for default is effected by the

ENGINEER, the adjustment in compensation shall provide for payment to the ENGINEER to include a reasonable profit for services rendered and reimbursement for expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm and approved by OWNER prior to the termination.

- 7.9 Upon receipt of a termination notice, the ENGINEER shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this AGREEMENT.
- 7.10 ENGINEER shall maintain books and accounts of all project related payroll costs and all expenses and incidental expense. Books shall be available at all reasonable times for examination by the OWNER at the office of the ENGINEER.
- 7.11 This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT to be effective shall be in writing and signed by
- 7.12 This AGREEMENT is to be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this AGREEMENT.

CITY OF REDLANDS

CAMP, DRESSER, & MCKEE, INC.

Carle Disworth
Mayor

By Richard W. Corneille
Richard W. Corneille, P.E.
Associate

ATTEST [Signature]
City Clerk

Date November 7, 1989

ATTACHMENT A
SCOPE OF WORK

Investigation of Alternative Well-Head Treatment
Process at the Redlands Rees Well

1. Data Collection - Collection data on raw water quality, well site plan, depth of groundwater, well pump and gas engine details, discharge conditions and current development conditions from the Planning Department.
2. Review Regulatory Requirements - Review treatment requirements and objectives, air quality standards, residuals disposal rules and City environmental review process.
3. Determine and Weight Evaluation Criteria - Evaluation criteria will most likely include capital cost, O&M costs, aesthetics, noise, reliability, flexibility, risk/safety, site access and availability and other environmental impacts.
4. Develop and Evaluate Alternatives - Prepare design criteria and preliminary sizing of treatment facilities and ancillary facilities to determine costs, impacts and site layout. Alternatives will include wet phase GAC, rotor strip, advanced oxidation and possibly one low profile packed tower (series or depressed towers) alternative. Alternatives will be evaluated in a matrix and discussed with the City at a workshop. Preliminary site layouts of each feasible alternative will be prepared.
5. Refine Evaluation and Select Recommended Alternative - Based on input from City refine evaluation and recommend the best treatment alternative.
6. Prepare summary report including conclusions and recommendations. Ten copies of the final report will be submitted.

ATTACHMENT B
SCHEDULE

INVESTIGATION OF ALTERNATIVE WELL-HEAD TREATMENT
PROCESSES AT THE REES WELL

<u>ITEM</u>	<u>PARTY</u>	<u>DUE DATE</u> (Weeks from <u>Notice to Proceed</u>)
1. Submit Draft Evaluation of Alternatives	Engineer	4
2. Meet For Workshop on Draft Evaluation of Alternatives	Engineer & Owner	Week 4
3. Transmit written review comments	Owner	6
4. Submit Summary Report	Engineer	9

ATTACHMENT C
REDLANDS REES WELL

MAN-HOUR AND FEE BUDGET

HOURS						
TASK	RWC PM	DB PE	SM	TRI	DM	CL
Data Collection	4	4	-	-	-	2
Review Regulatory Requirements	4	12	-	-	-	-
Evaluation Criteria	4	4	-	-	-	4
Develop and Evaluate Alternatives	16	60	10	4	16	4
Workshop with City	4	4	-	-	2	2
Refine Alternatives	4	12	2	4	2	2
Prepare Summary Project	8	24	-	4	2	16
Project Management/ Billing	4	4	-	-	8	8
Total Hours	48	124	12	12	30	38
DL \$						
						264
						\$7,092

Other Direct Costs (ODC's)

Transporation	50	Total DL =	\$ 7,092
Telephone	50	Multiplier	3.1
Printing	200		
Mics.	100	Total Labor	21,985
CADD/Computer	150	ODC's	600
550 x 1.1 = \$600		Total	22,585
		SAY	\$ 22,600

ATTACHMENT D

CAMP DRESSER & MCKEE INC.
WAGE AND REIMBURSIBLE COST MULTIPLIER RATE SCHEDULE
EFFECTIVE JANUARY 1, 1989

DIRECT HOURLY BILLING RATES

<u>Personnel Classification</u>	<u>Salary Rate Range (\$/hr)</u>
Vice President/Sr. Consultant	\$35 - \$50
Associate	\$28 - \$45
Principal Engineer/Scientist	\$28 - \$39
Supervising Engineer/Scientist	\$25 - \$39
Senior Engineer/Scientist	\$21 - \$35
Senior Hydrogeologist	\$17 - \$24
Associate Engineer/Scientist	\$18 - \$28
Staff Engineer/Scientist	\$11 - \$21
Staff Hydrogeologist	\$12 - \$18
Draftsperson/Designer	\$10 - \$25
Technical Editor	\$11 - \$18
Contract Administrator	\$14 - \$21
Technician/Clerk	\$ 5 - \$14
Administrative Assistant	\$11 - \$25
Secretary/Word Processor	\$ 7 - \$14

Compensation for services of CDM personnel shall be the actual salary rate times a multiplier of 3.10.

OTHER DIRECT COSTS

Other reimbursable direct costs shall be billed at actual cost. These reimbursable direct costs include, but are not limited to:

Travel: Air fare, auto rental, local mileage (\$0.22/mile)

Subsistence: Lodging and meals

Communications: Long distance telephone, postage and Federal Express

Printing: Internal Photocopying (\$.08/sheet); outside printing services

Computer and word processing equipment usage

Equipment rental

Miscellaneous supplies and equipment

3B:15