

AGREEMENT TO FURNISH
HYDROGEOLOGIC AND REGULATORY COMPLIANCE SERVICES
FOR THE CALIFORNIA STREET LANDFILL, VERTICAL EXPANSION,
REPORT OF WASTE DISCHARGE REPORT AND INTERIM DRAINAGE PLANNING

This Agreement is made and entered into this 2nd day of September, 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 Consultant 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 services for the vertical expansion, Report of Waste Discharge Report and Interim Drainage Planning 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 - Project Schedule.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed \$23,060 in accordance with Attachment C - Project 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 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. 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.

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Engineering Review: David R. Bachtel, P.E.
CAD Operator: Ernesto Rodriguez
Field Guidance Specialist: Bobby Foster

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.

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September 2, 1997

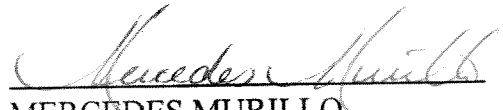
- 7.10 Consultant shall maintain books and accounts of all Project related payroll costs and all expenses. Such books shall be available at all reasonable times for examination by the City at the office of Consultant.
- 7.11 This Agreement, including the attachments incorporated herein by reference, represents the 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.

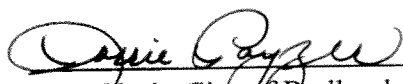
City of Redlands
("City")

3D GeoServices, Inc.
("Consultant")

By: 
SWEN LARSON
Mayor

By: 
MERCEDES MURILLO
President

ATTEST:


City Clerk, City of Redlands

**REVISED REPORT OF WASTE DISCHARGE REPORTING SERVICES AND
INTERIM PHASING AND DRAINAGE PLANNING FIELD GUIDANCE SERVICES
FOR THE CALIFORNIA STREET LANDFILL PROPOSED VERTICAL EXPANSION**

ATTACHMENT A

SCOPE OF WORK

Attachment A - Scope of Work

3D GeoServices understands that this agreement is for the period September 3, 1997 through June 30, 1998, to commence upon authorization from the City of Redlands (City). The agreement will require submittal of a revised Report of Waste Discharge (ROWD) for submittal to the SARWQCB and the lead enforcement agency (LEA) for the California Integrated Waste Management Board (CIWMB). This attachment describes the agreement scope of work for the revised ROWD for the California Street Landfill (CSL) proposed vertical expansion.

Task 1 - Revised Report of Waste Discharge - 3D GeoServices will compile, review and evaluate available technical information to report on conditions at the CSL as required under the California Code of Regulations, Title 23, Chapter 15 (23CCR) for the proposed vertical expansion currently under regulatory permit review under the California Environmental Quality Act (CEQA). The reporting services will include:

- Compilation and review of all technical information available to assess additional information needed to comply with the reporting requirements of 23CCR;
- Technical writing and drafting as necessary to present and discuss applicable technical information in a clear format which demonstrates compliance with the reporting requirements of 23CCR; and
- Publication of a draft and six final copies of the Report.

3D GeoServices will ALSO provide the City with responses to comments on the ROWD on an as-needed basis during the CEQA permitting process. While performing this task, 3D GeoServices will work closely with the City's project manager.

Task 2 - Interim Phasing and Drainage Planning Field Guidance - 3D GeoServices will provide engineering planning and afield guidance for interim phases of refuse placement during the fiscal 1997 year, in accordance with the revised, proposed final drainage plan. Planning and guidance will focus on strategic movement of the working face during the winter, spring and summer months of this period, on working in areas with reduced accessibility, on the establishment and preservation of drainage flow lines in the field during these movements, and on the maximization of vertical refuse placement during daily operations. These services are intended to provide the City with the ability to maximize the use of alternative daily cover in combination with the tarping program in a manner that does not sacrifice the volume gained from the proposed vertical expansion of the landfill. 3D GeoServices' staff provides all requisite professional qualifications to perform these services, as provided for in our previously submitted Statement of Qualifications, and as demonstrated by services provided in the past to the City's Municipal Utilities Department staff and management.

Attachment A - Scope of Work

Deliverables - Deliverables will consist of memorandums, letter reports, internal CAD engineering plans and sections (in Intergraph Microstation or InRoads format), text and faxed information to be provided to City staff on a time and materials basis upon request. One draft copy of the revised ROWD will be submitted to the City for review. After incorporation of the City's comments, five bound copies, one unbound reproducible copy, and one copy of the final ROWD in electronic format will be submitted to the City. The Report will be certified by a geologist currently registered in the State of California.

**REVISED REPORT OF WASTE DISCHARGE REPORTING SERVICES AND
INTERIM PHASING AND DRAINAGE PLANNING FIELD GUIDANCE SERVICES**

ATTACHMENT B

PROJECT SCHEDULE

Attachment B													
Revised Report of Waste Discharge and Interim Phasing and Drainage Planning Field Guidance Schedule													
California Street Landfill Vertical Expansion													
Task	Sep-97					Fourth Quarter 1997			Jan-98				
	3-5	8-12	15-19	22-26	29-30	Oct	Nov	Dec	1-2	5-9	12-16	19-23	26-30
Task 1 - Revised Report of Waste Discharge													
Prepare Draft Report													
Draft report to the City			17-Sep										
Draft report review period													
Final report to the City and agencies				22-Sep									
Response to Comments, Regulatory Liaison & Advisement													
Task 2 - Interim Phasing & Drainage Planning Field Guidance													

**REVISED REPORT OF WASTE DISCHARGE REPORTING SERVICES AND
INTERIM PHASING AND DRAINAGE PLANNING FIELD GUIDANCE SERVICES**

ATTACHMENT C

PROJECT FEE

Attachment C

Revised Report of Waste Discharge Reporting Services and Interim Phasing and Drainage Planning Field Guidance Services Fees

California Street Landfill Vertical Expansion

Task Description	Mercedes Murillo CEG (\$80/hour)		David R. Bachtel-PE (\$80/hour)		Bobby Foster (\$650/day)		Ernesto Rodriguez-CAD (\$65/hour)		Mail / Repro Costs	Hours Per Task	Costs Per Task
	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs			
Task 1 - Revised Report of Waste Discharge Response to Comments (if needed)	160.0	\$12,800	0.0	\$0	0.0	\$0	20.0	\$1,300	\$900	180.0	\$15,000
Task 2 - Interim Phasing & Drainage Planning Field Guidance	24.0	\$1,920								24.0	\$1,920
	0.0	\$0	28.0	\$2,240	40.0	\$3,250	10.0	\$650	\$0	78.0	\$6,140
Total	184.0	\$14,720	28.0	\$2,240	40.0	\$3,250	30.00	\$1,950	\$900	282.0	\$23,060

**REVISED REPORT OF WASTE DISCHARGE REPORTING SERVICES AND
INTERIM PHASING AND DRAINAGE PLANNING FIELD GUIDANCE SERVICES**

ATTACHMENT D

RATE SCHEDULE

Attachment D
Revised Report of Waste Discharge Reporting Services and Interim Phasing and
Drainage Planning Field Guidance Services
Rate Schedule

Item	Rate
Professional Personnel (P.E., C.E.G., C.H.G., includes Computer Charges)	\$80.00 per hour
CAD Operator (includes CAD/GIS Equip)	\$65.00 per hour
Field Guidance Specialist	\$650.00 per day
Subcontracted Professional Services, Supplies	Cost plus 15%
Miscellaneous Out of Pocket Expenses (Reproduction and long distance telephone charges, special order office supplies, slide preparation, report and other presentation media, other direct costs)	Cost