

AGREEMENT TO PROVIDE CONSULTING SERVICES
FOR HYDROGEOLOGIC SUPPORT, TECHNICAL ANALYSIS
AND REPORTING SERVICES FOR THE CALIFORNIA STREET LANDFILL

This Agreement is made and entered into this 20th day of December, 2005 by and between the City of Redlands, a municipal corporation (hereinafter "City") and 3D GeoServices, Inc., hereinafter ("Consultant").

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 professional engineering services for hydrogeologic support, technical analysis and reporting services for water quality monitoring for the operation and expansion of the City's California Street Landfill (the "Services") located at 2151 Nevada Street, Redlands, California.
- 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 similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The specific Services which Consultant shall perform are described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, all applicable Labor Code and prevailing wage laws commencing at Labor Code section 1770 et seq and non-discrimination laws including the Americans with Disabilities Act and the Fair Employment and Housing Act.
- 2.3 Consultant further understands that if it violates the provisions of the Labor Code relating to prevailing wage, that City may enforce the Labor Code by notice of the withholding of contract payments to Consultant or its subcontractors pursuant to Labor Code sections 1726, 1727 and 1771.6.
- 2.4 Consultant agrees that if it executes an agreement with a subcontractor to perform any of the Services, that Consultant shall comply with Labor Code sections 1775 and 1777.7, by providing the subcontractor with copies of the provisions of sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. Consultant acknowledges that the statutory

provisions for penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by the City pursuant to Labor Code sections 1775 and 1813.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in City's possession that is relevant to the performance of Consultant's Services.
- 3.2 City will make provision for Consultant to enter upon City-owned property to perform the Services.
- 3.3 City designates Gary Van Dorst to act as its representative with respect to the Services.

ARTICLE 4 - PERIOD OF SERVICE

- 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."

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of \$58,400. City shall pay Consultant on a time and materials basis, not to exceed the amounts shown for each task as identified in Exhibit "C" entitled "Project Fee," and based upon the hourly rates shown in Exhibit "D", entitled "Rate Schedule".
- 5.2 Within ten days following the end of each month Consultant shall submit an invoice to City indicating the portion of the Services performed, who performed the Services and costs incurred. 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 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
Gary Van Dorst
Municipal Utilities Dept.
PO Box 3005
Redlands, CA 92373

Consultant
Mercedes Murillo, C.E.O., President
3D GeoServices, Inc.
26042 Mirage Court
Moreno Valley, CA 92555

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.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 Consultant's Insurance to be Primary

All insurance required by this Agreement shall be maintained by Consultant during its performance of the Services and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Consultant shall not commence the Services unless and until all required insurance listed below is obtained by Consultant and Certificates of Insurance and endorsements evidencing such insurance are presented to City. All insurance policies shall include a provision prohibiting cancellation, except upon thirty (30) days prior written notice to City.

6.2 Workers' Compensation and Employer's Liability

- A. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout its performance of the Services in amounts which meet statutory requirements with an insurance carrier acceptable to City.
- B. Consultant expressly waives all rights to subrogation against City, its elected officials and employees for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees. Consultant agrees that its obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the parties. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.

6.3 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout its performance of the Services 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. Consultant shall obtain an endorsement that City shall be named as an additional insured.

6.4 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout its performance of the Services in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.

- 6.5 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 its performance of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Consultant shall obtain an endorsement that City shall be named as an additional insured.
- 6.6 Assignment and Insurance Requirements. Consultant is expressly prohibited from assigning any of the Services without the prior written consent of City. In the event of mutual agreement between the parties to assign a portion of the Services, Consultant shall add the assignee as an additional insured to Consultant's insurance policies and provide City with insurance endorsements prior to any Services being performed by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.
- 6.7 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Consultant's negligent and/or intentionally wrongful acts or omissions in performing the Services; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

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 All documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant pursuant to this Agreement 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 will be at City's sole risk.
- 7.3 Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. 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.

- 7.4 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- 7.5 This Agreement may be terminated by the City, without cause, by providing five (5) days prior written notice to Consultant of intent to terminate.
- 7.6 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but no amount shall be allowed for anticipated profit or unperformed Services, and 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.
- 7.7 Upon receipt of a termination notice, Consultant shall immediately discontinue all Services, and within five (5) days of the date of such notice, 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. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.
- 7.8 Consultant shall maintain books and accounts of all payroll costs and expenses incurred in performing the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 7.9 This Agreement, including the attachments 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 agreements with regard to the subject matter hereof between City and Consultant are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City Council of City and signed by City and Consultant.
- 7.10 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 City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

3D GEOSERVICES, INC.

By: 
Mayor of the City of Redlands
Jon Harrison

By: 
MERCEDES MURILLO
President

ATTEST:

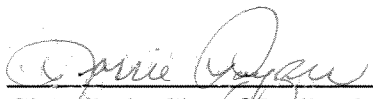

City Clerk, City of Redlands

EXHIBIT A

SCOPE OF SERVICES

**AGREEMENT TO PROVIDE CONSULTING SERVICES
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AND REPORTING SERVICES**

**for the
CALIFORNIA STREET LANDFILL**

SCOPE OF SERVICES

3D GeoServices understands that this Agreement is for the period January 1, 2006 through December 31, 2007, to commence upon authorization from the City of Redlands (City). The Agreement will require submittal of thirteen scheduled monitoring reports, including eight quarterly and two annual water quality monitoring reports, and three bi-annual leachate sampling reports to be included in selected groundwater reports, to the Santa Ana Regional Water Quality control Board (SARWQCB). In addition, the agreement will require re-formatting and electronic submittal of groundwater and leachate analytical data into the Geotracker database each quarter as required by the State Water Resources Control Board. All supporting witnessing, supervision, analyses, documentation and liaison as needed and described herein will be provided. 3D GeoServices will follow an established format to provide consistency to the City's program and ease SARWQCB review of the reports. This attachment describes the Agreement Scope of Services for the 2006-2007 California Street Landfill (CSL) groundwater monitoring program.

Monitoring Support - 3D GeoServices understands that the City personnel collect the required samples from the designated sampling locations and samples are submitted to Babcock Laboratory for analysis. Leachate samples will be collected and delivered to the laboratory by staff of 3D GeoServices, Inc. Monitoring support consists of tasks 1.1 through 1.8, (quarterly groundwater monitoring reports for the first quarter of 2006 through the fourth quarter of 2007), tasks 2.1 and 2.2 (annual 2006 and 2007 monitoring reports), tasks 3.1 and 3.2 (annual leachate sampling and reporting in 2006-7), and task 4 (database maintenance for revised monitoring system statistical analyses).

Tasks 1.1 - 1.8, Quarterly Groundwater Monitoring Reports - During all monitoring reporting periods, 3D GeoServices will review field notes and laboratory data in a timely fashion so that data review is completed quickly and any required SARWQCB notification meets the deadlines established in Order No. R8-2004-008. The data review will include:

- Providing technical and regulatory expertise to City staff.
- Review of all field notes to verify that proper sampling techniques were utilized.
- A thorough data quality check to verify that holding times, required analyses, reporting limits and laboratory precision requirements have been met.
- Updating water level and groundwater quality data bases.
- Performance of a thorough quality control check on all data to verify that only correct information is input into the data bases.

All sample analyses will be checked against sample collection dates to verify that holding times were met. Analytical results will also be checked to verify that all required analyses have been performed and that laboratory quality assurance results were within acceptable limits. Any identified problems will be detailed in the quarterly reports.

The procedure for laboratory data entry includes manual transfer of data into the existing data base. Water level information and field data will also be manually input. All data entered into

the data base will be checked to ensure that the data base is accurate. Laboratory reporting limits, BPOs, and maximum concentration levels will be highlighted with bold font so that the reader can easily discern potential problems.

Statistical analysis of the water quality data will be performed by 3D GeoServices. In addition to the statistical analysis of metals surrogates and selected general minerals, selected volatile organic compounds detected at the landfill since September of 1998 will be statistically analyzed to establish "concentration limits equal to background concentrations" during this portion of an extended evaluation monitoring period. VOC statistical analyses will be performed as data quantity and quality permit for each compound of concern, on a per-well basis, using intra-well methods as well as background-to-compliance comparisons. Charts and tables will be used to illustrate VOC statistical findings.

The quarterly groundwater monitoring reports will include the following information:

- A transmittal letter containing an abbreviated summary, including discussions on violations and any actions taken or planned.
- An executive summary of current monitoring results.
- A discussion of groundwater occurrence and movement, including hydrographs for each well, a groundwater elevation contour map, and groundwater gradient calculation.
- A discussion of groundwater quality, including field and laboratory methods, statistical methodology and results, tabulated analytical results, copies of laboratory reports and chain of custody forms, copies of field forms, and graphs of constituents detected at concentrations exceeding intra-well statistical variances.
- Sludge chemical analyses.
- Conclusions, and as needed, recommendations.
- The procedure for laboratory data entry into the Geotracker database includes both manual manipulation and electronic batch transfer of data into the State Water Resource Control Board's Geotracker database. Water level information QA/QC data will also be manually input. All data entered into the data base will be checked to ensure that the data base is accurate.

Tasks 2.1 and 2.2, Annual Groundwater Monitoring Reports - The annual groundwater monitoring reports will be prepared in combination with the first quarter (Winter) 2006 and 2007 quarterly reports. In addition to the requirements listed in Task 1, the following items will be included in the annual reports:

- Groundwater monitoring well data summaries, including tabular and graphical summaries of groundwater levels and sampling results for all annual data, graphical presentation of groundwater constituents that equaled or exceeded BPOs or maximum concentration levels during any quarter of the monitoring period, and summary tables of vadose zone sample results.

- An annual summary, discussion and recommendations regarding the detection of VOCs, and any statistical background concentration limits for VOCs which were analyzed within the constraints of available data quality and quantity.
- A discussion of groundwater quality at the CSL, a discussion of vadose zone quality and potential impacts to groundwater quality, and updated information relating to the groundwater monitoring system and hydrogeology of the CSL.

Tasks 3.1 and 3.2, Leachate Sampling and Reporting - As required in the permit, upon the completion of the leachate collection and removal system and refuse disposal in the first expansion cell, a sample of the leachate will be collected and analyzed for all EPA Appendix II constituents in October, 2006 and 2007, and April 2006 and 2007. The results of these analyses will be submitted in the second and fourth quarter groundwater monitoring reports for 2006 and 2007.

Task 4, Database Management - Each quarter, the existing database will be reviewed and edited such that only data relevant to the current groundwater movement, quality and hydrogeologic character is included for statistical analysis. A separate database will also be maintained and updated as needed for historical trends.

Task 5, Landfill Expansion Support - 3D GeoServices will provide continued technical support for the horizontal landfill expansion by providing documentation and certification for the decommissioning of monitoring wells B-4B, B-5A, and B-5B. This task also includes project management, field support and all required witnessing, supervision, documentation, and reporting for the decommissioning of the monitoring wells.

Task 6, Other Tasks - 3D GeoServices will provide the City with general consulting services in include all miscellaneous requests and technical support for all unforeseeable events related to groundwater and surface water quality and protection at the CSL.

In order to meet the City's needs, and at the City's request, 3D GeoServices personnel will answer any questions or issues the city, regulators, or general public may have regarding groundwater and vadose zone quality at the landfill. The project team may identify modifications that could improve the monitoring program for the City while minimizing costs; written justification and possible presentations would be needed prior to obtaining regulatory approval for changes in the program.

Deliverables - Deliverables will consist of memorandums, letter reports, text and faxed information to be provided to City staff on a time and materials basis upon request. One draft copy of each technical report will be submitted to the City's Solid Waste Manager for review. After incorporation of the City's comments, two (2) bound copies of the final reports and one digital report will be submitted for the City's use and distribution. In the case of the quarterly and annual groundwater monitoring reports, three bound complete hard copies, and two stapled hard copies of the executive summary. One copy of the final report digital file will be submitted to the State Water Resources Control Board's Geotracker database for each of the quarterly and

Annual Reports - All field work will be personally attended and witnessed first hand by a geologist currently registered in the State of California, who will then certify all technical reports resulting from the work performed.

EXHIBIT B

PROJECT SCHEDULE

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PROJECT SCHEDULE

The project consists of tasks which are to be completed during the period extending from January 1, 2006 to December 31, 2007. Individual deadlines for the tasks described herein are to be determined in accordance to the City's needs, and will be determined by the city, and agreed and committed to by 3D GeoServices, Inc. during the course of the contract period. This statement summarizes the schedule proposed by 3D GeoServices, Inc. for this project.

EXHIBIT C

PROJECT FEES

**AGREEMENT TO PROVIDE CONSULTING SERVICES
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PROJECT FEES

CATEGORY TASK	TOTAL COST
MONITORING SUPPORT	
1.1 Q1-2006 GWM Report, Geotracker	\$4,000
1.2 Q2-2006 GWM Report, Geotracker	\$4,000
1.3 Q3-2006 GWM Report, Geotracker	\$4,000
1.4 Q4-2006 GWM Report, Geotracker	\$4,000
1.5 Q1-2007 GWM Report, Geotracker	\$4,000
1.6 Q2-2007 GWM Report, Geotracker	\$4,000
1.7 Q3-2007 GWM Report, Geotracker	\$4,000
1.8 Q4-2007 GWM Report, Geotracker	\$4,000
<i>Subtotal Task 1: Quarterly GWM Reports</i>	\$32,000
2.1 Annual 2006 GWM Report	\$4,300
2.2 Annual 2006 GWM Report	\$4,300
<i>Subtotal Task 2: Annual GWM Reports</i>	\$8,600
3.1 Leachate Sampling (Apr-06, Oct-06, Apr-07)	\$1,200
3.2 Leachate Report (Q2-06, Q4-06, Q2-07)	\$900
<i>Subtotal Task 3: Leachate Sampling</i>	\$2,100
4 - Database Maintenance (Statistical)	\$1,200
<i>Subtotal Task 4: Database Management</i>	\$1,200
LANDFILL EXPANSION SUPPORT	
Task 5.1 Decommissioning Certification (4B, 5A, 5B)	\$4,500
Subtotal Task 5: Landfill Expansion Support	\$4,500
OTHER TASKS	
Subtotal Task 6: Other Tasks	\$10,000
TOTAL	\$58,400

EXHIBIT D

RATE SCHEDULE

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**RATE SCHEDULE
FOR
CITY OF REDLANDS**

2006-2007 Hydrogeologic Support, Technical Analysis, and Reporting Service Rate Schedule	
Item	Rate
Professional Personnel (P.E., C.E.G., C.H.G., includes computer charges)	\$100/hour
Subcontracted Professional Services, Supplies	Cost plus 18%