

AGREEMENT

This Agreement is made and entered into this 18th day of October, 1995 by and between the City of Redlands, hereinafter referred to as "City," and 3D GeoServices, Inc., hereinafter referred to as "Consultant."

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

Section 1. Engagement of Consultant. Consultant shall perform certain professional consulting services for City in connection with City's operation of its California Street Landfill. The specific services to be provided by Consultant are described in Attachment "A," attached hereto and incorporated herein by this reference. All services to be performed by Consultant under this Agreement shall be performed in a professional manner, and Consultant represents that it is skilled and has the professional expertise necessary to perform its services at the level of competency presently maintained by other practicing consulting firms performing the same type of work.

Section 2. Responsibilities of City. City will provide Consultant access to information City possesses pertinent to the performance of Consultant's services. City will further provide access to and make all provisions for Consultant to enter upon City-owned property as required by Consultant to perform its work under this Agreement.

Section 3. Period of Service. Consultant shall proceed with the services under this Agreement promptly and carry out the work diligently, in accordance with the schedule set forth in Attachment "A."

Section 4. Payments to Consultant.

A. Payments for the services in this Agreement shall be based on a time and materials basis at the hourly rates shown in Attachment "A," and shall in no event exceed the amount of thirty eight thousand two hundred ninety (\$38,290) dollars.

B. Consultant shall bill City within thirty 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. Payments by City to Consultant shall be made within thirty (30) days after receipt and approval of Consultant's invoice, by warrant payable to 3D GeoServices, 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:

City

City of Redlands
Municipal Utilities Department
Attn: Valorie Shatynski
P. O. Box 3005
Redlands, CA 92373

Consultant

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 addressed of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

Section 5. Insurance and Indemnification

A. Consultant shall obtain and maintain during the period of its services policies of insurance having the following minimum coverage limits:

Comprehensive general public liability: \$1,000,000 in the aggregate and \$500,000 per occurrence.

Vehicle liability insurance: not applicable.

Worker's compensation insurance: in accordance with State of California statutory limits, unless exempt (a letter explaining exemption is required)

Concurrent with the execution of this Agreement, Consultant shall provide City with Certificates of Insurance evidencing compliance with the insurance requirements specified in this Agreement. City shall be named an additional insured in all insurance policies and such insurance shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City.

B. Consultant shall indemnify, hold harmless and defend City and its elected officials, officers, agents and employees from any and against all claims, loss, damage, charges 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, omissions or failure to act on the part of Consultant, its employees, agents and suppliers for whose acts or omissions any of them may be liable in the performance of the services described in this Agreement.

Section 6. Attorneys' Fees. In the event any legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to the recovery of its reasonable attorneys' fees.

Section 7. Assignment. Consultant shall not sublet or assign any of the services covered by this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of the Agreement.

Section 8. Drawings and Records. It is understood and agreed by and between the parties that all documents, records, drawings, and other Project documents developed by Consultant pursuant to this Agreement shall become the property of City and shall be delivered to City if and when requested. Any reuse of such documents for other projects and any use of incomplete documents will be at City's sole risk.

Section 9. Independent Contractor. Consultant is for all purposes under this Agreement and independent contractor. All personnel provided by Consultant pursuant to the provisions of this Agreement shall be employed by Consultant 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.

Section 10. Termination. This Agreement may be terminated by City, without cause, upon notice to Consultant. Upon receipt of a termination notice, Consultant shall promptly discontinue all services affected (unless the notice directs otherwise), and deliver to City copies 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 this Agreement. 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.

Section 11. Books and Accounts. Consultant 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 City at the office of Consultant.

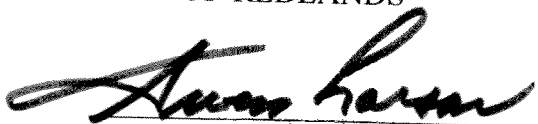
Section 12. Entire Agreement. This Agreement represents the entire agreement between the parties hereto as to the matters contained herein. This Agreement may be amended only by written agreement signed by the parties hereto.

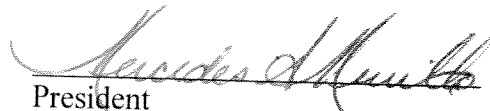
Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

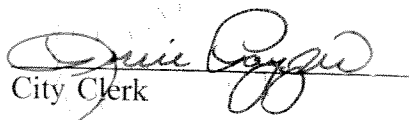
CITY OF REDLANDS

3D GEOSERVICES, INC.


Mayor, City of Redlands


President

Attest:


City Clerk

ATTACHMENT A

PROPOSED SCOPE OF TASKS

Project Description

The California Street Landfill is a Class III solid waste landfill owned and operated by the City of Redlands. The landfill is located at the terminus of Nevada Street, between California Street and Alabama Street. The landfill services the City of Redlands, and is not open to the public. The City's waste generators do not include a significant industrial sector, therefore, the solid wastes deposited at the landfill are from a primarily residential and municipal waste stream.

Recent changes in regulatory policies regarding permitting and monitoring requirements has resulted in unforeseen short-term deadlines for compliance with three air and water quality protection programs. In light of the potential fiscal impact to the City of these and other foreseeable regulatory obligations, a comprehensive assessment of all potential regulatory requirements and their schedules for compliance is recommended. The impending privatized operation of all County-Owned landfills in San Bernardino County, has also resulted in the need for a detailed evaluation of landfill resources will be essential for the City's use in making future budgeting and policy decisions related to the landfill.

This scope of work is proposed to consist of five tasks, as summarized below:

- ▶ Task 1. Evaluation Monitoring Program
- ▶ Task 2. Air Toxics Inventory Program
- ▶ Task 3. RFQ and RFP for Air Quality Consulting and Monitoring
- ▶ Task 4. Landfill Regulatory Compliance Plan
- ▶ Task 5. Landfill Resource Evaluation and Report

Detailed descriptions of each task are found below. In addition, a tabulated estimate of time, materials, and all associated costs follows the task descriptions. A schedule showing completion dates for the tasks and interim milestones in Gantt chart form is also included. The estimate is proposed as a lump sum, not to be exceeded estimate for all tasks. Should the scope of work be increased at any point during the project at the City's request, 3D GeoServices will supply such services at the same time and materials rates as the original estimate.

Task Descriptions

Task 1. Evaluation Monitoring Program

Task 1 will consist of providing the City with regulatory liaison and advisement, and assistance in negotiations with the Regional Water Quality Control Board for finalization and approval of the Evaluation Monitoring Plan as required in Title 23 of the California Code of Regulations for water quality protection compliance.

Task 1 will also consist of providing the City with assistance with the immediate implementation requirements of the evaluation monitoring plan. Those elements needing immediate implementation include:

- 1.1 Preparation and submittal of the Final Evaluation Monitoring Plan for RWQCB approval.
- 1.2 Set up of a program for statistical groundwater data analysis as required in Title 23 of the California Code of Regulations.
- 1.3 Design and implementation of a new groundwater sampling protocol (methodology and QA/QC), known as the Sampling Methods Manual, for submittal to the RWQCB and for the training of field sampling personnel in this protocol.
- 1.4 Assist in conducting a field survey of operations procedures to ensure consistency and compliance with requirements related to enhanced landfill gas collection, monitoring well maintenance and protection, hazardous materials storage and waste handling.

Approval and implementation of the Evaluation Monitoring Plan is necessary to avoid a lack of compliance with the Regional Water Quality Control Board's request for submittal under authority of the Porter-Cologne Water Quality Act (California Water Code), and Title 23 of the California Code of Regulations. Failure to comply with these requirements could result in imposition of civil administrative liability in the amount of \$1000.00 per day of failure to submit, and the issuance of a Cease and Desist Order for the landfill.

Task 1 Deliverables

Task 1 deliverables will consist of a manual describing an updated groundwater sampling protocol, including field QA/QC and sampling methodologies. Deliverables will also consist of memorandums and correspondence as necessary to provide assistance in the field survey of operations procedures.

One copy of the draft Sampling Methods Manual, exclusive of figures, will be submitted to the City in a three-ring binder for easy review. The report will be considered "Draft" and all pages will be watermarked to that effect.

Three copies of the final Sampling Methods Manual will be submitted to the City. The report will be submitted in three-ring binders for the City's use. The draft and final reports will be submitted to the City's specifications regarding format, and one digital copy, exclusive of cover and signature page, will be submitted on diskette in WordPerfect 6.0 for Windows for the City's archives and use.

Task 2. Air Toxics Inventory Program

Task 2 will consist of preparing an air toxics inventory plan to the South Coast Air Quality Management District. This task will consist of the following elements:

- 2.1 Review of available data and reports (includes a site visit).
- 2.2 Preparation of a draft Air Toxics Inventory Plan.
- 2.3 Preparation of a final Air Toxics Inventory Plan.

Submittal of the Air Toxics Inventory Plan is necessary to avoid non-compliance and potential civil administrative liability imposed on the City associated with the legislative requirements of Assembly Bill 2822, and a recent directive issued by the South Coast Air Quality Management District. It is possible that the SCAQMD will require future monitoring and/or reporting, including a potential risk assessment, after reviewing the Plan; however, planning for such contingencies will depend on the SCAQMD's review of the Plan, which is 4-6 months in the future. An assessment of the impact and potential impact of this program on the City will be included in Tasks 3, 4 and 5 of this proposed scope of work.

Task 2 Deliverables

Task 2 deliverables will consist of draft and final copies of the Air Toxics Inventory Plan. One copy of the draft plan will be submitted to the City in a three-ring binder for easy review. The plan will be considered "Draft" and all pages will be watermarked to that effect.

Six copies of the final plan will be submitted to the City. The plan(s) will be submitted in a three-ring binder for the City's use. The draft and final plans will be submitted to the City's specifications regarding format, and one digital copy, exclusive of cover and signature page, will be submitted on diskette in WordPerfect 6.0 for Windows for the City's archives and use.

Task 3. RFQ and RFP for Air Quality Consulting and Monitoring

Task 3 will consist of the preparation of a Request for Qualifications, and a Request for Proposals for air quality monitoring and consulting services in accordance to current regulatory monitoring requirements. Upon receipt of the Statements of Qualifications, assistance in a documentation and selection of the top qualified firms will be provided, in accordance with State and Federal qualifications-based selection criteria. This task will consist of the following elements:

- 3.1 Preparation of a Request for Qualifications
- 3.2 Review and ranking of Statements of Qualifications
- 3.3 Preparation of a Request for Proposals
- 3.4 Review and ranking of Proposals

The scope of work to be included in the RFP is necessary to plan for phased compliance with Rule 1150.1, as required by the South Coast Air Quality Management District. Future operation of the landfill will depend on this compliance. Failure to comply with Rule 1150.1 could result in the imposition of civil administrative liabilities by the SCAQMD and the California Integrated Waste Management Board, and the issuance of potential Cease and Desist Orders of landfill operations.

Task 3 Deliverables

Task 3 deliverables will consist of one draft copy each of the RFQ and RFP, submitted to the City in letter-report (unbound) form, under cover of a memorandum transmittal. The plan will be considered "Draft" and all pages will be watermarked to that effect. One digital copy will be submitted on diskette in WordPerfect 6.0 for Windows for the City's use in publishing the final requests. The City will also be provided documentation of the selection process for the City's files.

Task 4. Landfill Regulatory Compliance Plan

Task 4 will consist of providing the City with a regulatory compliance plan. The plan will contain the following elements:

- 4.1 A review of regulations, including those presently in force, regulations in force, but not yet imposed, and regulations only partially imposed.

- 4.2 A listing and schedule of all foreseeable regulations which apply to the landfill, and descriptions of the work necessary to comply with these regulations.
- 4.3 Identification of areas in which the landfill is not currently in compliance, and a determination of the need to comply
- 4.4 Preparation of a master (annualized) schedule for compliance actions, such as design and construction actions, operations actions, training, supervision and quality control, analytical testing and analyses, monitoring and reporting, and documentation.
- 4.5 Preparation of preliminary cost estimates for compliance in accordance with the schedule.
- 4.6 Preparation of a draft Landfill Regulatory Compliance Plan.
- 4.7 Preparation of a final Landfill Regulatory Compliance Plan

Task 4 will also consist of providing the City with regulatory liaison, guidance, and advisement as necessary to assistance with any immediate regulatory implementation requirements. Such services will be charged at the rates contained in the enclosed Cost Estimate and Schedule provided in this attachment.

A regulatory compliance list and schedule are essential for landfill management under the recent changes in local, state and federal regulations. New requirements contained in revisions to Title 23 and Title 14 of the California Code of Regulations contain detailed monitoring and reporting requirements for all aspects of landfill design, construction, operations and environmental protection. The California Environmental Quality Act contains extensive evaluation and reporting requirements associated with landfill expansion. Phased enforcement of Rule 1150.1 by the SCAQMD also contain monitoring and reporting requirements for air quality protection. Therefore, a full understanding of these requirements and their relative time frames for enforcement is necessary for landfill management planning, beginning immediately.

Task 4 Deliverables

One copy of the draft plan will be submitted to the City in a three-ring binders for easy review. This submittal of the plan will be considered "Draft" and all pages will be watermarked to that effect.

Three copies of the final plan will be submitted to the City. The plans will be submitted in a three-ring binder for the City's use. The draft and final plans will be submitted to the City's

specifications regarding format, and one digital copy, exclusive of cover and signature page, will be submitted on diskette in WordPerfect 6.0 for Windows for the City's archives and use.

Task 5. Landfill Resource Evaluation and Report

Task 5 will consist of conducting a landfill resource evaluation of the costs and benefits of landfill operation in light of current and future regulatory impacts, operations and maintenance costs, reporting costs, and expansion needs. This evaluation will incorporate the City's closure and post-closure cost estimates, assumed to have been estimated and provided for to the State's satisfaction. This evaluation is primarily intended, however, to assist the City in annual and forecasted budgeting considerations, and for decision-making regarding landfill operations. The costs and benefits evaluation will be projected throughout the active life of the landfill (which includes the post-closure maintenance period) and will be given in present-value terms on an annualized basis, with the base case presentation given at the City's current tipping fee rate schedule. This task will consist of the following elements:

- 5.1 Review of landfill expenses and income.
- 5.2 Analysis of future landfill expenses.
- 5.3 Analysis of future landfill income.
- 5.4 Preparation of a cost-benefit analysis for closure after vertical expansion, and closure after vertical and lateral expansion at current tipping rates and projections.
- 5.5 Preparation of a cost-benefit analysis for closure after vertical expansion, and closure after vertical and lateral expansion, to determine tipping rate increases needed to cover costs (if necessary).
- 5.6 Preparation of a draft Landfill Resources Report.
- 5.7 Preparation of a final Landfill Resources Report.

A landfill resources report is essential for landfill planning and budgeting for impacts imposed by recent changes in local, state and federal regulations. New requirements contained in revisions to Title 23 and Title 14 of the California Code of Regulations contain detailed monitoring and reporting requirements for all aspects of landfill design, constructing, operations and environmental protection. The California Environmental Quality Act contains extensive evaluation and reporting requirements associated with landfill expansion. Phased enforcement of Rule 1150.1 by the SCAQMD also contain monitoring and reporting requirements for air quality protection. Therefore, a full understanding of these requirements and their relative time frames for enforcement is necessary for landfill planning and budgeting for the active life of the landfill.

Task 5 Deliverables

One copy of the draft report will be submitted to the City in a three-ring binders for easy review. This submittal of the report will be considered "Draft" and all pages will be watermarked to that effect.

Three copies of the final report will be submitted to the City. The reports will be submitted in a three-ring binder for the City's use. The draft and final reports will be submitted to the City's specifications regarding format, and one digital copy, exclusive of cover and signature page, will be submitted on diskette in WordPerfect 6.0 for Windows for the City's archives and use.

Cost

Lump sum \$38,290.00 (Not to Exceed).

The above sum includes all hourly rates, plus other direct and indirect costs associated with the tasks as described in their entirety in this Attachment. It is the City's option to request meetings or other services related to, but outside the scope of this Attachment, at the rates proposed for this project. 3D GeoServices, Inc. recognizes that the City has a responsibility to spend public funds in a cost-effective manner, and therefore proposes to provide all non-administered direct costs and services, such as copying, mailing and phone calls, to the City at no additional cost markup. The lump sum includes the detailed personhours and direct costs contained in the Cost Estimate Work Sheet.

Schedule

A proposed schedule for the completion of these services is provided as part of this Attachment and is included. According to the schedule, the project is proposed to begin on October 18, 1995 and be completed by December 15, 1995.

California Street Landfill Projects Proposed 1988 Task Schedule (October 18 - December 29)																								
Task Description		October, 1988										November, 1988												
		18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10
Task 1: Evaluation Monitoring Program																								
1.1 Finalize Evaluation Monitoring Plan																								
1.2 Statistical Software Purchase & Training																								
1.3 Groundwater Methodology & QA/QC																								
1.4 Field Operations QA/QC Survey																								
Task 2: Air Toxics Inventory Program																								
2.1 Review Available Data & Reports																								
2.2 Prepare Draft ATP																								
2.3 Prepare Final ATP																								
Task 3: Air Quality Consulting RFO/RFP																								
3.1 Prepare RFO																								
3.2 Review and Rank SOCs																								
3.3 Prepare RFP																								
3.4 Review and Rank Proposals																								
Task 4: Landfill Regulatory Compliance Plan																								
4.1 Regulations Review																								
4.2 Regulatory List & Schedule Preparation																								
4.3 Compliance Evaluation																								
4.4 Annualized Schedule for Compliance																								
4.5 Preliminary Cost Estimates for Compliance																								
4.6 Prepare Draft Regulatory Compliance Plan																								
4.7 Prepare Final Regulatory Compliance Plan																								
Task 5: Landfill Resource Evaluation & Report																								
5.1 Review of Landfill Expenses & Income																								
5.2 Analysis of Future Landfill Expenses																								
5.3 Analysis of Future Landfill Income																								
5.4 Cost-Benefit Analysis (Current Tip Rates)																								
5.5 Cost-Benefit Analysis (Alternate Tip Rates)																								
5.6 Prepare Draft Landfill Resource Report																								
5.7 Prepare Final Landfill Resource Report																								

G = Geologist
R = Report

3D Geoservices, Inc.

Attachment A-9

E = Engineer

Proposal for California Street Landfill Projects

California Street Landfill Projects Proposed Cost Estimate

Task Description	Principal Geologist (\$80/hour)		Principal Engineer (\$80/hour)		Sub-Consultant Costs	Other Direct Costs	Hours Per Task	Costs Per Task
	Hours	Costs	Hours	Costs				
Task 1: Evaluation Monitoring Program								
1.1 Finalize Evaluation Monitoring Plan	42	\$3,360	0	\$0			42	\$3,360
1.2 Statistical Software Purchase & Training	4	\$320	0	\$0		\$1,100	4	\$1,420
1.3 Groundwater Methodology & QA/QC	24	\$1,920	0	\$0			24	\$1,920
1.4 Field Operations QA/QC Survey	24	\$1,920	0	\$0			24	\$1,920
Subtotal Task 1	94	\$7,200	0	\$0	\$0	\$1,100	94	\$8,300
Task 2: Air Toxics Inventory Program								
2.1 Review Available Data & Reports	0	\$0	0	\$0			0	\$0
2.2 Prepare Draft ATIP	0	\$0	0	\$0			0	\$0
2.3 Prepare Final ATIP	8	\$640	0	\$0	\$5,750		8	\$6,390
Subtotal Task 2	8	\$640	0	\$0	\$5,750	\$0	8	\$6,390
Task 3: Air Quality Consulting RFP/RFP								
3.1 Prepare RFP	4	\$320	0	\$0			4	\$320
3.2 Review and Rank SOQs	16	\$1,280	0	\$0			16	\$1,280
3.3 Prepare RFP	8	\$640	0	\$0			8	\$640
3.4 Review and Rank Proposals	4	\$320	0	\$0			4	\$320
Subtotal Task 3	22	\$2,560	0	\$0	\$0	\$0	22	\$2,560
Task 4: Landfill Regulatory Compliance Plan								
4.1 Regulations Review	16	\$1,280	4	\$320			20	\$1,600
4.2 Regulatory List & Schedule Preparation	16	\$1,280	4	\$320			20	\$1,600
4.3 Compliance Evaluation	20	\$1,600	0	\$0			20	\$1,600
4.4 Annualized Schedule for Compliance	20	\$1,600	0	\$0			20	\$1,600
4.5 Preliminary Cost Estimates for Compliance	0	\$0	20	\$1,600			20	\$1,600
4.6 Prepare Draft Regulatory Compliance Plan	24	\$1,920	0	\$0			24	\$1,920
4.7 Prepare Final Regulatory Compliance Plan	10	\$800	0	\$0			10	\$800
4.8 Advise/Liaison as Requested	25	\$2,000	0	\$0			25	\$2,000
Subtotal Task 4	121	\$10,480	24	\$1,920	\$0	\$0	145	\$12,400
Task 5: Landfill Resource Evaluation & Report								
5.1 Review of Landfill Expenses & Income	0	\$0	24	\$1,920			24	\$1,920
5.2 Analysis of Future Landfill Expenses	0	\$0	10	\$800			10	\$800
5.3 Analysis of Future Landfill Income	0	\$0	10	\$800			10	\$800
5.4 Cost-Benefit Analysis (Current Tip Rates)	0	\$0	10	\$800			10	\$800
5.5 Cost-Benefit Analysis (Alternate Tip Rates)	0	\$0	10	\$800			10	\$800
5.6 Prepare Draft Landfill Resource Report	8	\$640	20	\$1,600			28	\$2,240
5.7 Prepare Final Landfill Resource Report	8	\$640	10	\$800			18	\$1,440
Subtotal Task 5	18	\$1,440	54	\$4,320	\$0	\$0	72	\$5,760
Total Hours Per Category	281		122				383	
Total Costs Per Category		\$22,480		\$8,760	\$5,750	\$1,100		\$38,090