

AGREEMENT TO FURNISH
DESIGN ENGINEERING SERVICES
FOR THE CALIFORNIA STREET LANDFILL VERTICAL EXPANSION,
PRELIMINARY CLOSURE AND POST CLOSURE MAINTENANCE PLANS

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 HDR Engineering, Inc., (hereinafter "Engineer").

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

ARTICLE 1 - ENGAGEMENT OF ENGINEER

- 1.1 City hereby engages Engineer, and Engineer hereby accepts the engagement, to perform design engineering services for the vertical expansion, Preliminary Closure and Post Closure Maintenance Plans ("Services") for the City's California Street Landfill (the "Project").
- 1.2 The Services shall be performed by Engineer in a professional manner, and Engineer 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 Engineer 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 Engineer information in its possession that is pertinent to the performance of Engineer's Services.
- 3.2 City will provide access to and make provisions for Engineer to enter upon City-owned property as required by Engineer 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.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Engineer shall perform the Services in a diligent manner and in accordance with the

schedule set forth in Attachment B.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Engineer's performance of the Services shall not exceed \$10,000 in accordance with Attachment C - Cost and Breakdown. City shall pay Engineer on a time and materials basis at the hourly rates shown in Attachment C - Cost and Breakdown.
- 5.2 Engineer 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 Engineer shall be made within 30 days after receipt and approval of Engineer's invoice, by warrant payable to Engineer.
- 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

Engineer

Clay R. Rumbaoa, P.E.
HDR Engineering, Inc.
Suite 1600
2600 Michelson Drive
Irvine, CA 92612

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 Engineer 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. Engineer shall maintain comprehensive automobile liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage. Engineer 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. Engineer shall provide City with certificates of insurance evidencing such insurance coverage prior to commencing the Services.

- 6.2 Engineer 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 Engineer, 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 Engineer 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 Engineer's key personnel for the Project are, Project Manager: Clay Rumbaoa, P.E., Senior Engineer/Quality Assurance: Mark Urquhart, P.E., and Staff Engineer: Greg Saul. Engineer 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 Engineer 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 Engineer is for all purposes an independent contractor. All personnel employed by Engineer are for its account only, and in no event shall Engineer 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)

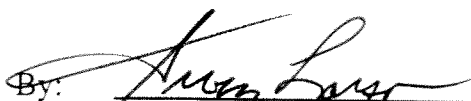
of intent to terminate.

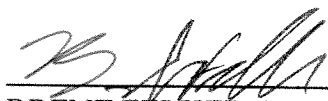
- 7.8 If this Agreement is terminated by City, an adjustment to Engineer's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due Engineer at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Engineer.
- 7.9 Upon receipt of a termination notice, Engineer 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 Engineer in performing the Services required by this Agreement.
- 7.10 Engineer 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 Engineer.
- 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 Engineer.
- 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 Engineer have signed in confirmation of this Agreement.

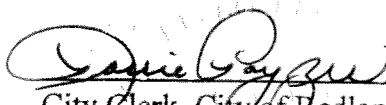
City of Redlands
("City")

HDR Engineering, Inc.
("Engineer")

By: 
SWEN LARSON
Mayor

By: 
BRENT FELKER, P.E.
Department Manager

ATTEST:


City Clerk, City of Redlands

DESIGN ENGINEERING SERVICES
FOR THE CALIFORNIA STREET LANDFILL VERTICAL EXPANSION,
PRELIMINARY CLOSURE AND POST CLOSURE MAINTENANCE PLANS

ATTACHMENT A

SCOPE OF WORK

**ATTACHMENT A - SCOPE OF WORK
FOR
CALIFORNIA STREET LANDFILL VERTICAL EXPANSION PRELIMINARY
CLOSURE AND POSTCLOSURE MAINTENANCE PLAN REPORT**

SCOPE OF WORK

HDR will complete the vertical expansion Preliminary Closure Postclosure Maintenance Plan report in accordance with the requirements of Title 14, CCR, Chapter 5, Article 3.4 Sections 18261, 18261.3, 18263, 18264 and 18264.3.

Assumptions

1. HDR will use information from the recently completed Revised Report of Disposal Site Information completed on July 14, 1997.
2. The City will provide the following:
 - Landfill location map with property boundaries, all on-site structures within 1,000 feet of the property boundary
 - Pre-landfill topographic map

Deliverable

HDR will submit four (4) copies of the Preliminary Closure and PostClosure Maintenance Plan report to the City, plus one unbound copy and complete electronic files.

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**ATTACHMENT B
PROJECT SCHEDULE**

A:hdclose.agt

**ATTACHMENT B - SCHEDULE
FOR
CALIFORNIA STREET LANDFILL VERTICAL EXPANSION PRELIMINARY
CLOSURE AND POSTCLOSURE MAINTENANCE PLAN REPORT**

SCHEDULE

Due to the nature of the project, HDR assumes the City will review the draft report and forward any comments back to HDR within a 3 day period. HDR will then finalize and submit the report to the City by the end of business on September 22, 1997.

<u>Deliverable</u>	<u>Due Date</u>
Draft Closure Cost Estimate	9/2/97
Final Closure Cost Estimate	9/5/97
Draft Preliminary Closure Plan	9/15/97
Comments due to HDR	9/18/97
Final Preliminary Closure Plan	9/22/97

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ATTACHMENT C

PROJECT COST AND BREAKDOWN

**ATTACHMENT C - COST AND BREAKDOWN
FOR
CALIFORNIA STREET LANDFILL VERTICAL EXPANSION PRELIMINARY
CLOSURE AND POSTCLOSURE MAINTENANCE PLAN REPORT**

COST AND BREAKDOWN

The cost to complete the vertical expansion Preliminary Closure and Postclosure Maintenance Plan report shall be on a time and materials basis with a not to exceed amount of \$10,000.00. A cost breakdown is detailed below:

<u>Personnel</u>	<u>Rate (\$)</u>	<u>Hours</u>	<u>Total (\$)</u>
Senior Engineer/QA (M. Urquhart)	120	8	960.00
Project Manager (C. Rumbaoa)	116	55	6,380.00
Staff Engineer (G. Saul)	72	10	720.00
Technician	65	10	650.00
Word Processor	48	<u>5</u>	<u>240.00</u>
Subtotal		88	\$8,950.00
 <u>Expenses</u>			
Computer			300.00
Reproduction, telephone, travel			<u>750.00</u>
Subtotal			\$1,050.00
 Total Cost			 \$10,000.00

05/26/99

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Lockton Companies
P.O. Box 419351
Kansas City Mo 64141-6351
(913) 676-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED 13132

HDR ENGINEERING, INC.
ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA NE 68114-4049

INSURER A: ZURICH INSURANCE COMPANY

INSURER B: AMERICAN GUARANTEE & LIAB (ZURICH)

INSURER C: HARTFORD FIRE INSURANCE COMPANY

INSURER D: CONT CAS (VICTOR O. SCHINNERER)

INSURER E:

COVERAGES

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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

AUTHORIZED REPRESENTATIVE