

**AGREEMENT TO FURNISH
SOLID WASTE CONSULTING SERVICES
FOR PREPARATION OF THE AB 939 ANNUAL REPORT**

This Agreement is made and entered into this 4th day of September, 2001, by and between the City of Redlands, a municipal corporation (hereinafter "City") and John C. Davis, 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

- 0.1 City hereby engages Consultant, and Consultant hereby accepts the engagement, to perform professional consulting services ("Services") for the preparation the submission of the 2000 California Integrated Waste Management Board Annual Report.
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that he 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 like and similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The specific Services that Consultant shall perform are more particularly described in Attachment A - 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 Gary Van Dorst, Solid Waste Manager, to act as the Project Manager for the Services to be performed under this Agreement.

ARTICLE 4 - PERIOD OF SERVICE

- 3.1 Consultant shall perform the Services in a diligent manner and in accordance with the schedule set forth in Attachment B - Project Schedule.
- 3.2 City Council may and Consultant may elect to extend Consultant's services as needed on the same terms and conditions. City may terminate Consultant's services in accordance with Section 7.9 of this Agreement.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 4.1 The total compensation for Consultant's performance of the Services shall not exceed \$12,000 in accordance with Attachment C - Project Fee . City shall pay Consultant on a per task basis for Tasks 1-4 at the rates shown in Attachment C. Work performed under Task 5 shall be compensated for on an hourly basis at the rates shown in Attachment C. Work performed under Task 5 ("Contingency") must be authorized in writing by the Project Manager.
- 5.2 Consultant shall bill City within ten days following the close of each month by submitting an invoice indicating the Services performed, allowable direct 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
Gary Van Dorst
Municipal Utilities Department
35 Cajon Street
P. O. Box 3005
Redlands, CA 92373

Consultant
John C. Davis
39905 Memory Lane
Oak Glen, CA 92399

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 who notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Consultant shall comply with applicable worker's compensation insurance laws. Consultant shall maintain professional liability insurance in the aggregate amount of \$1,000,000 with a minimum of \$500,000 per occurrence. Consultant shall provide automobile liability, in a minimum \$500,000 aggregate, and \$500,000 per occurrence. City shall be named as an additional insured under all policies for 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 will be John C. Davis and Jim Greco. 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 Nothing in this Agreement shall give Consultant authority with respect to any City decision beyond the consulting services as outlined herein and specifically as set forth in Attachment A - Scope of Work, and the rendition of information, advice, recommendation or counsel.
- 7.7 Consultant shall supply all tools and instrumentality required to perform the consulting services in this Agreement.
- 6.8 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance by City of the Services.
- 7.9 This Agreement may be terminated by either party, by providing seven (7) days prior written notice to the other (delivered by certified mail, return receipt requested) of intent to terminate. However, notwithstanding the foregoing, City may terminate Consultant's Acting Solid Waste Manager Services with seven (7) days prior written notice.
- 7.10 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.
- 7.11 Consultant shall maintain books and accounts of all Project related costs and all expenses. Such books shall be available at all reasonable times for examination by the City at the office of 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.

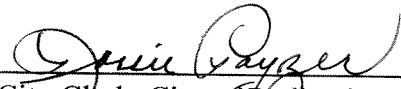
City of Redlands
("City")

By: 
PAT GILBREATH
Mayor

John C. Davis
("Consultant")

By: 
Principal

ATTEST:


City Clerk, City of Redlands

**AGREEMENT TO FURNISH
SOLID WASTE CONSULTING SERVICES
FOR THE PREPARATION OF THE AB 939 ANNUAL REPORT
TO THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD**

ATTACHMENT A

SCOPE OF WORK

**AB 939 2000 Annual Report
Scope of Services**

Work to be Completed

Consultant shall perform the following tasks to assist City of Redlands staff with preparation and submission of the 2000 California Integrated Waste Management Board Annual Report.

1. Disposal Reporting and Misallocation of Waste
 - A. Consultant shall review year 2000 disposal reports.
 - B. Consultant shall provide City staff with summary of load sources and types of wastes.
 - C. Consultant shall identify and quantify, as feasible, misallocations of waste and provide documentation and reports for the purpose of reducing waste allocated to the City of Redlands.
 - D. Consultant shall use trend analysis, covering at least five calendar years, to identify inconsistent data. The analysis shall focus on self-haul, "cash" customers as a means of identifying the most likely source of misallocated waste by jurisdiction.
 - E. Consultant shall provide the City with year 2000 Annual Report documentation demonstrating reduced disposal allocation for the City. This subtask is predicated by CIWMB staff's acceptance of waste reallocation documentation.
2. Documented Diversion and Alternative Methodology Reporting
 - A. Consultant shall develop a list of programs needed to document diversion as part of an alternative reporting methodology.
 - B. Consultant shall describe and document diversion programs with quantifiable diversion.
 - C. Consultant shall confer with California Integrated Waste Management Board staff to assure acceptance of documented, reported diversion upon completion.
3. Consultant shall review and update the City's Planning Annual Report Information System (PARIS) report on file with the CIWMB to assure completeness and accuracy of information. The consultant's review shall focus on documenting "good faith" implementation of Source Reduction and Recycling programs by the City.
4. Consultant shall confer with City staff to develop and identify recommended actions in conformance with SB 1066, including, but not limited to, the following:

- A. Consultant shall advise the City on whether to apply for an extension of the diversion mandate and shall assist the City in preparing the necessary documents.
 - B. Consultant shall confer with City staff in developing programmatic options and shall assist the City in preparing necessary programmatic documents as required for conformance with CIWMB policy under SB 1066.
5. Contingency -- Consultant shall perform other tasks on an hourly basis subject to the written authorization of the City's representative.

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ATTACHMENT B

PROJECT SCHEDULE

PROJECT SCHEDULE													
TASK	Wk. 1	Wk. 2	Wk. 3	Wk. 4	Wk. 5	Wk. 6	Wk. 7	Wk. 8	Wk. 9	Wk. 10	Wk. 11	Wk. 12	Wk. 13
1A													
1B													
1C													
1D													
1E													
2A													
2B													
2C													
3													
4A													
4B													
5													

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ATTACHMENT C

PROJECT FEE

Project Fee

Payment will be upon completion of each task or subtask, for the following amounts.

- | | | |
|----------------|--------------|------------|
| • Task 1 A & B | • Task 2 A | • Task 3 |
| \$1,000 | \$1,000 | \$1,500 |
| • Task 1 C S | • Task 2 B | • Task 4 A |
| 500 | \$1,000 | \$1,000 |
| • Task 1 D | • Task 2 C | • Task 4 B |
| \$1,000 | \$1,000 | \$1,000 |
| • Task 1 E | • Task 5 (as | |
| \$1,000 | needed) | |
| | \$2,000 | |

The total not-to-exceed payment for this work is \$12,000, including all Consultant expenses. City will pay consultant upon successful completion of each task (Tasks 1-4).

Consultant shall utilize the services of Jim Greco as appropriate to undertake and complete the work successfully. Consultant's fee for additional work authorized by the City's Representative under Task 5 shall be \$85 per hour, including all expenses except for out-of-area-travel (which will be shared as possible with consultant's other work).