

AGREEMENT TO FURNISH
REVISED RULE 1150.1 COMPLIANCE PLAN
FOR THE CALIFORNIA STREET LANDFILL

This Agreement is made and entered into this 19th day of May, 1998 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Kleinfelder, Inc. (hereinafter "Consultant").

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

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant, and Consultant hereby accepts the engagement, to perform air quality consulting & engineering services ("Services") for the Rule 1150.1 Compliance and Monitoring Program required by the South Coast Air Quality Management District, for the City's California Street Landfill (the "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.

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,
- | | |
|---------------------------|------------------------------|
| Program Manager: | Russell Erbes, CCM |
| Environmental Scientists: | Sharon Ohaness
Kris Allen |

Consultant agrees that the key personnel shall be made available and assigned to the Project,

Revised 1150.1 Compliance Plan
Kleinfelder

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

City of Redlands
("City")

Kleinfelder, Inc.
("Consultant")

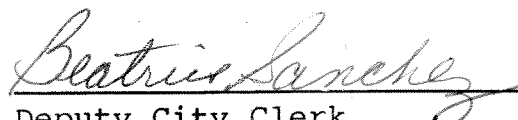
By:


WILLIAM E. CUNNINGHAM
Mayor

By:


RUSSELL E. ERBES
Senior Vice President

ATTEST:


Deputy City Clerk

Attachment A – Scope of Work

Kleinfelder understands this agreement is for the period May 19, 1998 through approximately December, 1998 (depending upon when the SCAQMD approves the revised Rule 1150.1 Compliance Plan). The agreement requires preparation of a Revised Rule 1150.1 Compliance Plan that incorporates the recent (April 1998) Rule 1150.1 Amendments and data obtained at the landfill through approximately April, 1998. The Revised Compliance Plan will be prepared in a manner suitable for the City to submit to the South Coast Air Quality Management District (SCAQMD). This attachment describes the tasks necessary to prepare the Revised Compliance Plan.

Task 1 – Update Landfill Monitoring Data and Summarize

This task will update the data previously analyzed with respect to instantaneous and integrated surface monitoring as well as landfill gas and stack emissions testing data. Once the data are obtained from the City and compiled, a summary will also be prepared that will be incorporated into the Revised Compliance Plan.

Task 2 – Reverse Model Toxics and Analysis of SWAT Data

In this task, Kleinfelder will obtain previously SWAT and other air toxics data obtained at the landfill and compare those data to assumptions contained in the SCAQMD Rule 1150.1 justification. We will also reverse model some of the assumed values in the Rule 1150.1 justification to demonstrate that some of the Rule 1150.1 requirements (such as ambient air quality monitoring and air toxics monitoring) will not yield useful information at the City's landfill, and, thus, should not be required in the Compliance Plan.

Task 3 – Prepare Revised Draft Compliance Plan for City Review

We will prepare a draft Revised Rule 1150.1 Compliance Plan for City review and comment. We will also prepare new drawings and other information (using City-supplied base maps) to show the revised tracks for instantaneous surface monitoring.

Task 4 – Incorporate City Comments and Prepare Final Plan for Submittal

In this task, Kleinfelder will incorporate comments of the City on the draft Plan and prepare a final Plan suitable for submittal to SCAQMD.

Task 5: SCAQMD Negotiation and Meeting

It is expected that one meeting will be required with the SCAQMD in order to negotiate the final approved Compliance Plan. In this Task, Kleinfelder will attend that meeting and assist the City in negotiating the plan. No travel costs will be charged for this meeting.

Revised Rule 1150.1 Compliance Plan Project Schedule

Authorization to Proceed	May 19, 1998
Complete Task 1, Data Summary	May 30, 1998
Complete Task 2, Reverse Modeling	May 30, 1998
Complete Task 3, Draft Report	June 15, 1998
Complete Task 4, Final Report	July 1, 1998
Task 5, SCAQMD Meeting	As Required, anticipated September, 1998

Revised Rule 1150.1 Compliance Plan
8-May-98

Staff Classification Staff Name Hourly Rate	P9 Erbes \$ 195	P3 Ohaness \$ 115	P2 Allen \$ 95	C2 CADD \$ 74	A1 Clerical \$ 34	Total Labor	Subtotal Labor Cost	Non-Labor Cost	Total Estimated Cost
TASK	Hours	Hours	Hours	Hours	Hours	Hours	Dollars	Dollars	Dollars
1 - Data Analysis	6		20			26	\$ 3,070		\$ 3,070
2 - Modeling and Air Toxics	6		20			26	\$ 3,070		\$ 3,070
3 - Draft Plan	9	8		16	20	53	\$ 4,539		\$ 4,539
4 - Final Plan	6	8		4	8	26	\$ 2,658		\$ 2,658
5 - SCAQMD Meeting	8					8	\$ 1,560		\$ 1,560
TOTAL	35	16	40	20	28	139	\$ 14,897	\$ -	\$ 14,897

KLEINFELDER 1998 FEE SCHEDULE FOR ENVIRONMENTAL AND GEOTECHNICAL/MATERIALS TESTING SERVICES

PROFESSIONAL STAFF RATES*

Professional	\$ 75 / hour
Staff Professional	\$ 95 / hour
Senior Staff Professional	\$ 105 / hour
Project Professional	\$ 115 / hour
Project Manager	\$ 120 / hour
Senior Professional	\$ 130 / hour
Senior Project Manager	\$ 145 / hour
Principal Professional	\$ 160 / hour
Senior Principal/Expert Witness	\$ 275 / hour
Program Manager/Senior Consultant.....	\$ 175 / hour
Senior Program Manager	\$ 195 / hour

ADMINISTRATIVE/TECHNICAL STAFF RATES

Administrative\Word Processor	\$ 55 / hour
Technician.....	\$ 54 / hour
Associate Technician	\$ 64 / hour
Senior Technician	\$ 75 / hour
Supervisory Technician	\$ 83 / hour
Draftsperson.....	\$ 65 / hour
CADD Operator	\$ 74 / hour

- Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.