

AGREEMENT TO FURNISH ENVIRONMENTAL CONSULTING SERVICES
FOR CALIFORNIA STREET LANDFILL
VERTICAL EXPANSION

This Agreement is made and entered into this 7th day of January, 1997 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Tom Dodson & Associates, (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

- 1.1 City hereby engages Consultant, and Consultant hereby accepts the engagement, to perform environmental consulting services (the "Services") for the City's California Street Landfill Vertical Expansion (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 "Proposal for Environmental Compliance Support, Solid Waste Facility Permit Revision," 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 provision 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 4 - PERIOD OF SERVICE

- 4.1 Consultant shall perform the Services in a diligent manner and in accordance with the schedule set forth in Attachment B - Schedule, which is attached hereto and incorporated herein by this reference.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed \$29,500, as shown in Attachment C, Fee Proposal, which is attached hereto and incorporated herein by this reference. City shall pay Consultant on a time and materials basis at the hourly rates shown in Attachment C - Rates, which is attached hereto and incorporated herein by this reference.
- 5.2 Consultant 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 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
Valorie Shatynski
Municipal Utilities Department
35 Cajon Street
P. O. Box 3005
Redlands, CA 92373

Consultant
Bill Gatlin, Vice President
Tom Dodson & Associates
463 N. Sierra Way
San Bernardino, CA 92410

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 Consultant shall maintain worker's compensation insurance and, in addition, shall maintain insurance to protect City from claims for damage due to personal injury and death, and claims for injury to or destruction of 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 comprehensive automobile liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage. City shall be named as an additional insured under all policies for public liability, property damage and comprehensive automobile liability, 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 Tom Dodson, Bill Gatlin and Lisa Kegarice. 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.

Agreement to Furnish Environmental Services
Page 4

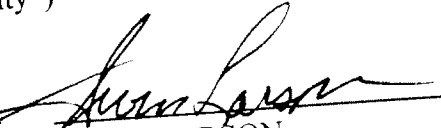
- 7.4 All documents, records, drawings, designs, costs estimates, electronic data files and databases and other Project documents developed by the Consultant pursuant to this Agreement shall become the property of City and shall be delivered to City upon completion of the Services or upon the request 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 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 Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) 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.
- 7.9 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.
- 7.10 Consultant 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 Consultant.
- 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 related to the Project and the Services to be performed hereunder 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 Consultant.
- 7.12 This Agreement shall be governed by and construed in accordance with the laws of the State

Agreement to Furnish Environmental Services
Page 5

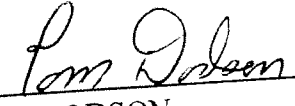
of California.

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

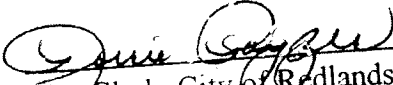
City of Redlands
("City")

By: 
SWEN LARSON
Mayor

Tom Dodson & Associates
("Consultant")

By: 
TOM DODSON
President

ATTEST:


City Clerk, City of Redlands

ATTACHMENT A

PROPOSAL FOR ENVIRONMENTAL COMPLIANCE SUPPORT SOLID WASTE FACILITY PERMIT REVISION CALIFORNIA STREET LANDFILL, CITY OF REDLANDS

PURPOSE

The City of Redlands, (City) is proposing to revise the Solid Waste Facilities Permit (SWFP) for its California Street Landfill (CSL). The intent of the revision is to allow for a 17-foot vertical expansion of the presently permitted landfill to extend the life of that facility. It is our understanding that no revisions to the permitted daily tonnage, type of refuse, hours of operation, etc. are proposed. The most significant change will be the increased capacity on the existing footprint and the extended operational life of the facility and, consequently, postponement of its closure.

Implementation of this proposed change in design capacity of the landfill will not only require a revision to the SWFP, but also the current Conditional Use Permit (CUP), issued for the facility. Daily refuse cover material (soil) is presently being obtained from a City owned borrow area located southerly of and adjacent to the landfill. Soil material is excavated from the site and hauled to the landfill to cover the deposited wastes. Presently, this borrow activity is permitted by a CUP issued by the City Planning Commission as the local enforcement agency for implementing the California Surface Mining and Reclamation Act (SMARA). Closure of the borrow area is regulated by a Reclamation Plan which was approved by the City Planning Commission and reviewed by the California Department of Conservation, Office of Mine Reclamation (DOC).

Implementation of the proposed SWFP revision will require soil material to cover the additional wastes deposited at the landfill. Provision of this cover material will require a horizontal expansion of the borrow area to allow excavation within an area not presently permitted. This action will require revisions to both the current CUP for the borrow area and the Reclamation Plan for the borrow site. Approval of the SWFP revision will require a discretionary decision by the San Bernardino County Department of Environmental Health Services which acts as the Local Enforcement Agency (LEA) for the California Integrated Waste Management Board (CIWMB). The CIWMB will review the SWFP revision and CEQA document for concurrence with the LEA's decision. Approval of the CUP and Reclamation Plan revisions will require a discretionary decision by the City with the DOC acting as a responsible agency for review of the Reclamation Plan.

Prior to making these decisions, the California Environmental Quality Act (CEQA) requires that the decision makers be fully informed of the potential environmental effects of implementing these projects. Additionally, CEQA requires that each project must be fully analyzed in a single environmental document. An agency should not split or piece meal the environmental review process. Because the waste disposal and soil excavation activities are related, it is Tom Dodson and Associates (TDA) recommendation that one environmental document (Initial Study) that covers all actions be prepared and utilized during the project review and approval process. It is our understanding that the revisions to the CUPs and the Reclamation Plan will be processed concurrently.

SCOPE OF WORK

The CUPs and Reclamation Plan revisions should be processed concurrently as components of a single project. We recommend that a single environmental document which reviews both activities (land filling and soil excavation) be utilized as the CEQA compliance document because the activities are inter-related (additional soil will not be needed if the landfill capacity is not increased). This environmental document will also be used as the CEQA compliance document for the SWFP revision. To accomplish these goals, TDA proposes the following approach.

Task 1 - Preparation of Applications

TDA will review the Draft Report of Disposal Site Information (draft RDSI) HELP Model Analysis and the Draft Preliminary Closure Plan (draft Closure Plan) provided by the City. After review of these documents, TDA will meet with City staff, its other consultants, and the City Planning Department to discuss the revisions to the CSL SWFP and the CUPs. Once agreement has been reached on the scope of the revision, TDA will prepare the CUP applications for both the landfill and the borrow area. TDA will provide the City's Municipal Utilities Department (Utilities Department) a screencheck draft of the CUPs for review and comment. TDA will make agreed upon revisions to the applications and provide the Utilities Department with application packages which are ready for submittal to the City Planning Department.

These applications can either be submitted prior to or concurrently with the Initial Study depending on the needs of the Utilities Department and City Planning staff. It is anticipated the CUPs will be submitted to the Planning Department when deemed adequate by the Utilities Department to expedite Planning Department review.

The scope of services for this task will include preparation of all application submittal items (radius map, mailing labels, etc.). The one exception is the project drawings. TDA anticipates using the plans contained in the draft RDSI as the project drawings submitted with the CUP applications. This proposal does not include preparation of project design plans.

Another option would be for the City to incorporate the borrow activities into the SWFP and avoid processing a Reclamation Plan with the State. This option combines the CUP for disposal and borrow operations, and eliminates the need for a Reclamation Plan. Because soil borrowing and landfiling operations are dependent, the potential impacts of these activities must be evaluated regardless of the permitting process utilized. As such, the permitting process utilized will require essentially the same environmental evaluation and scope of work identified herein. Because separate permitting of the facilities is presently being utilized, the scope of work will address that permitting alternative.

Task 2 - Project Description

Once the scope of activities covered by the permit revisions is established, TDA will prepare the project description for use in an Initial Study. Because one environmental document will be used for all the proposed actions, this project description will describe both the proposed disposal and soil borrow activities and their relationship to each other. The project description will also address the

actions which must be taken by the lead and responsible agencies to approve the proposed permit revisions. TDA will provide the Utilities Department a screencheck of the project description for review and comment. This project description should also be reviewed by the City Planning Department for concurrence.

TDA will make agreed upon revisions to the project description. The finished product of this task will be a complete description of the project which will be the subject of evaluation in the Initial Study.

Task 3 - Screencheck Initial Study and Draft Reclamation Plan

Using the latest City of Redlands Initial Study checklist form, TDA will evaluate the potential environmental effects to each checklist issue from implementing the entire project (additional landfilling and soil borrowing). To conform with recent CEQA court decisions, TDA will provide substantiation for the conclusions reached regarding potential impact to each checklist issue. TDA will also identify mitigation measures, when needed, to reduce all potential impacts to the greatest extent feasible.

The scope of this task will also include preparation of a draft Reclamation Plan, if needed, for submittal to the Utilities Department. The scope of services covered by this proposal assumes that adequate topographic mapping will be furnished by the City to prepare the plans. The provision of a topographic base map is not included in the scope of this proposal. Additionally, this proposal assumes that all engineering drawings for the landfill expansion will be provided to TDA by the City.

TDA will submit a screencheck Initial Study and Reclamation Plan to the Utilities Department for review and comment. TDA will make agreed upon revisions to these documents and finalize the Initial Study for submittal to the Planning Department.

At this time, TDA does not anticipate that additional technical reports or studies (air quality modeling, traffic analysis, etc.) other than the data provided in the draft RDSI and associated documents. Should additional site-specific data be needed, TDA will provide the City with a proposal to generate such data, if requested. TDA also anticipates that a graphical representation of the landfills ultimate appearance (17-foot vertical height increase) will be needed for the environmental evaluation and public hearings. The cost of providing two photographic simulations of the present and ultimate appearance of the site at both large scale (30" x 40") and 8½" x 11" is included in the estimated cost identified for this task.

Task 4 - Public Review of Initial Study

TDA will assist the Utilities Department with submittal of a draft Initial Study and Reclamation Plan to the Planning Department for review and comment. TDA will meet with the Planning Department and finalize the Reclamation Plan and Initial Study and assist the Planning Department to distribute the Initial Study for public review and comment.

If after review of the Initial Study, City staff feels a Mitigated Negative Declaration is the appropriate CEQA determination for the project, TDA will prepare a Mitigated Negative Declaration and assist the City with circulation of the document.

Because state agencies will function as interested and/or responsible agencies, the Initial Study must be circulated through the State Clearinghouse for the minimum 30-day review period. TDA will also assist the City with preparation of a list of other interested persons and agencies to which the document will be distributed. If at this time, however, the City determines that an EIR should be prepared for this project, the Initial Study will not be circulated and work on the project would cease. If requested, TDA would assist the City with scoping of the EIR and provide the City with a proposal to perform any other services requested.

Task 5 - Prepare Draft MMRP

While the Initial Study is undergoing public review and comment, TDA will prepare a draft Mitigation Monitoring and Reporting Plan (MMRP) and a Notice of Determination for City staff's review and comment.

Task 6 - Prepare Response to Comments of Initial Study / Finalize MMRP

TDA will meet with City staff to review the comments received during the public review and comment period. TDA will prepare responses to the comments and submit a draft of the responses to the City for review. TDA will make agreed upon revisions to the responses and submit a final response to comments for inclusion with the CEQA document presented to City decisionmakers.

Under this task, TDA will also finalize the MMRP to reflect any revisions to the mitigation measures necessitated by comments received on the project. The deliverable product of this task is a final CEQA document for the project which will be utilized by decisionmakers.

Should, however, commenting parties raise an unforeseen issue or issues for which adequate mitigation can not be identified and the City staff determines an EIR should be prepared, TDA will assist the City with scoping the EIR, if requested. If additional project-specific data is needed to provide adequate mitigation, TDA will provide the City with a proposal to generate the data, if requested.

Task 7 - Public Hearings and Presentation / Filing of Notice of Determination

At the City's request, TDA could assist the City staff with presentation of the project to the decisionmakers. At this time, it is anticipated this will include the City's Environmental Review Committee, The Planning Commission, and possibly the City Council. The scope of this task covers attendance at four hearings

If the decisionmakers approve the project and adopt the Mitigated Negative Declaration, TDA will assist the City with filing of a Notice of Determination (NOD) with the Clerk of the San Bernardino County Board of Supervisors and the State Clearinghouse, if requested.

Posting the NOD will begin a 30-day challenge period for the environmental determination. If after that period, no legal challenge of the CEQA determination has been made, the CEQA compliance portion of this project will be completed.

ATTACHMENT B

SCHEDULE

Due to the many variables and the number of agencies involved, it is not possible to establish a firm schedule. It should be anticipated, however, that approval of the CUP and Reclamation Plan and fulfilling CEQA requirements will take about 5 or 6 months from the start of preparation of these items. This includes the required 30-day court challenge period for the CEQA decision.

■ Prepare Screencheck and Draft Initial Study (Tasks 1, 2 & 3)	45 days
■ Circulate Draft Initial Study for Public Review (Tasks 4 & 5)	45 days
■ Respond to Comments and Public Hearings (Tasks 6 & 7)	30 days
■ Post Notice of Determination / Court Challenge Period (Task 7)	30 days
Total:	~ 5 months

This is an ambitious schedule but doable. Some time can be saved if all data needed to prepare the Initial Study is readily available and agreement on the project description is reached in a timely manner. Because of notification requirements and established City hearing dates, the number of scheduling of public hearing will be critical to maintaining this schedule. This schedule also assumes that only one ERC meeting and one Planning Commission hearing will be needed. It should be anticipated that each additional hearing will add about 2 weeks to 1 month to the processing time. Based on the possible four hearings identified in Task 7, it is projected that CEQA compliance for this project could take up to about 8 months.

The LEA has up to 150 days to process the SWFP revision application and the CIWMB has an additional 60 days to concur. These processing schedules do not start until after the CUP is approved and CEQA compliance completed. Based on these time schedules, it should be anticipated that securing a SWFP revision will take between 9 and 13 months from the start of work on the project.

ATTACHMENT C

FEE PROPOSAL

Based on our understanding of this project and involvement in previous similar projects, our fee proposal for providing the scope of services described in Attachment A will not exceed \$29,500. Projects of this nature can, however, generate substantial controversy which can substantially increase the work effort needed to provide adequate responses under Tasks 6 and 7. TDA will keep the City notified of the adequacy of the scope of work, and if necessary, provide the City with a revised scope of work. The estimated costs per task are:

Task 1	\$4,000
Task 2	\$4,000
Task 3	\$11,000
Task 4	\$1,500
Task 5	\$3,000
Task 6	\$4,000
Task 7	\$2,000

Total Fee Proposal: \$29,500

The above cost breakdown is an estimate based on previous projects. It is possible that some tasks will take less effort than anticipated to complete, while other tasks may take more. Task billings for work completed are to be applied under the overall fee proposal and not to the individual task amounts provided above.

RATES

Environmental Specialist I	\$100.00 / hour
Environmental Specialist II	\$ 75.00 / hour
Ecologist I	\$ 68.50 / hour
Ecologist II	\$ 55.00 / hour
Clerical / Graphics	\$ 35.00 / hour

Outside services secured with the City's approval will be invoiced at cost plus 15 percent. Mileage will be invoiced at \$0.35 per mile.