

AGREEMENT

This Agreement is made and entered into this 19th day of December, 1995 by and between the City of Redlands hereinafter referred to as "City," and Tom Dodson & Associates, 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 environmental consulting services for City in connection with City's operation of the 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 the City. City will provide Consultant access to information City possesses pertinent to the performance of the 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 the 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 \$23,300.

B. Consultant shall bill City within thirty days following the close of each month by submitting an invoice indicating the work performed, and the detailed cost of all work including backup material. Payments by City to Consultant shall be made within thirty days after receipt and approval of Consultant's invoice, by warrant payable to Tom Dodson & Associates. 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: Tom Dodson & Assoc.
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.

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: \$500,000 per occurrence;

Vehicle liability insurance: N/A

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

Concurrent with execution of this Agreement, Consultant shall provide City with a Certificate of Insurance evidencing compliance with the insurance requirements specified in this Agreement. City shall be named as 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 the City.

B. Consultant shall indemnify, hold harmless and defend City and its elected officials, officers, agents and employees from and against all claims, loss, damage, charge 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, omission or failure to act on the part of the Consultant, its employees, agents and suppliers for whose acts or omissions any of them maybe 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. Amendment. 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 this Agreement.

Section 8. Drawings and Records. It is understood and agreed by and between the parties that all documents, records, drawings, and other documents developed by the 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 the City's sole risk.

Section 9. Independent Contractor. Consultant is for all purposes under this Agreement an

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 the City or engaged by the City for the account of or on behalf of the City.

Section 10. Termination. This Agreement may be terminated by the 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 the City at the office of the Consultant.

Section 12. Entire Agreement. This Agreement represents the entire agreement between the parties hereto as to the matters contained and any negotiations, proposals or oral agreements integrated herein and superseded by this Agreement.

Section 13. Governing Law. This Agreement is to 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



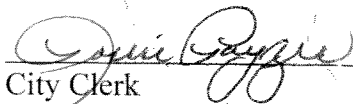
Mayor, City of Redlands

TOM DODSON & ASSOCIATES



Bill Gatlin, Vice President

Attest:



City Clerk

ATTACHMENT A

PROPOSED SCOPE OF TASKS

Project Description

The California Street Landfill is a Class III municipal landfill, owned and operated by the City of Redlands. The landfill is located within the City of Redlands, at the terminus of Nevada Street, on the southern bank of the Santa Ana River, between California Street and Alabama Street. The landfill functions under specific operational and regulatory constraints, enforced by various state and local agencies. Many aspects of current operations, as well as planning for future operations, include environmental regulations, which fall under the jurisdiction of agencies such as Fish and Wildlife, Fish and Game, the Regional Water Quality Control Board, and the Army Corps of Engineers. As a result, many normal operational activities require detailed environmental review and planning, including interface with many or all of the agencies to gain consensus on actions. Additionally, coordination is required with other local agencies affected or involved, such as the County of San Bernardino Flood Control District.

This scope of work is proposed to consist of three tasks, listed below:

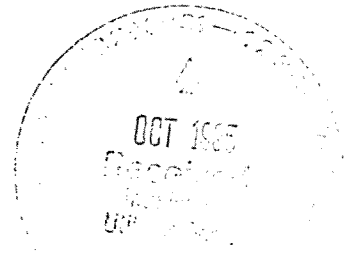
- ▶ Task 1. Bank Stabilization Agency Negotiations
- ▶ Task 1a. Bank Stabilization Permitting
- ▶ Task 2. Slope Erosion Control
- ▶ Task 3. Hazard Mitigation Grant Application Preparation

Descriptions of each task are included in the attached proposals, labeled by Task number. Time and materials estimates, as not to exceed lump sum amounts are shown, and deliverables and schedules for completion are provided. Should the scope of work be increased at any point during the project at the City's request, Tom Dodson and Associates will supply such services at the same time and materials rates contained the original proposals.

TOM DODSON & ASSOCIATES

463 N. SIERRA WAY
SAN BERNARDINO, CA. 92410
(909) 884-9700 FAX (909) 889-8050

October 23, 1995



Ms. Valorie Shatynski
Municipal Utilities Department
City of Redlands
35 Cajon St, Suite 15A
Redlands, CA 92373

Dear Ms. Shatynski,

Thank you for asking Tom Dodson & Associates (TDA) to submit this proposal to assist the City of Redlands (City) with environmental regulatory compliance issues at the California Street solid waste disposal facility. It is our understanding that the City wishes to divert the low flow channel of the Santa Ana River back to its original location in the middle wash. Presently, a portion of the river flows against the revetment which provides protection to the landfill. This condition has caused erosion of the revetment.

To remedy this condition, the City is considering either redirecting the flows in the river back into the middle of the wash and/or performing some type of stabilization activities at the revetment. The first option may require disturbances in the river channel which is habitat of a federally listed endangered plant species, the Santa Ana River Woolly Star. Before any disturbance can occur, permits must be secured from the regulatory agencies. At this time, because the extent of disturbance can not be determined, conditions or mitigation for the proposed activities can not be identified.

TDA will assist the City during meetings with staff from the regulatory agencies to help negotiate a mutually acceptable course of action for this project. The scope of services covered by this proposal includes advising the City on what we feel is the appropriate course of action once the position of the regulatory agencies is known. Because TDA can not determine the amount of work effort this task will require, TDA proposes to provide these services on a time and expense basis at the following rates:

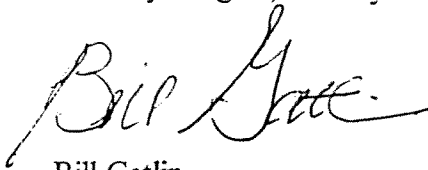
Environmental Specialist I	-	\$100.00/hr
Environmental Specialist II	-	\$ 65.00/hr
Graphics and Clerical	-	\$ 35.00/hr

Any outside materials or expenses TDA secures with your authorization will be invoiced at cost plus 10%. Mileage associated with providing the above services will be charged at \$0.35 per mile.

TDA has already commenced meeting with City staff and arranged for a meeting with Corps of Engineers staff. Based on the work effort to date and what we feel remains to be accomplished, TDA estimates the cost of providing these services will not exceed \$2,300.00. This is however, only an estimate and TDA will notify you if the work effort required will exceed this estimate. Once we have verified the scope of services needed to secure needed permits, TDA will provide the City with a proposal to prepare and process the applications including development of appropriate mitigation measures.

If you find this proposal satisfactory, please sign in the space provided below and return the proposal to our office.

Thank you again, and if you have any questions or comments please call.



Bill Gatlin
Vice President

Authorization to Proceed

By _____
Date _____

TOM DODSON & ASSOCIATES

463 N. SIERRA WAY
SAN BERNARDINO, CA. 92410
(909) 884-9700 FAX (909) 889-8050

December 12, 1995

Ms. Valorie Shatynski
Municipal Utilities Department
City of Redlands
PO Box 3005
Redlands, CA 92373

Re: Proposal to assist the City of Redlands with regulatory permits for bank stabilization activities at the California Street Solid Waste Disposal Facility.

Dear Ms. Shatynski,

On October 23, 1995, Tom Dodson & Associates (TDA) provided the City of Redlands (City) with a proposal to assist the City with its flood protection efforts for the landfill and the waste water treatment plant. The scope of services included TDA's assistance with defining the activities and assist the City with negotiating a course of action with the regulatory agencies. Once the course of action was identified, TDA was to provide the City with a proposal to comply with regulatory requirements.

The outcome of this first work effort was a decision that temporary bank stabilization would be implemented. To accomplish this, the City must obtain a Section 404 permit from the U.S. Army Corps of Engineers, a 401 certification or waiver thereof from the California Regional Water Quality Control Board and a Streambed Alteration Agreement from the California Department of Fish and Game. A biological survey of the affected area was necessary to determine if two listed plant species, the Santa Ana River Woollystar and the Slender-horned Spineflower would be affected by the project.

TDA proposes to assist the City with preparation and processing of the permits, as well as, performing the biological survey on a time and expense basis at the following rates:

Environmental Specialist I	-	\$100.00/hr
Environmental Specialist II	-	\$ 75.00/hr
Environmental Specialist III	-	\$ 65.00/hr
Environmental Specialist IV	-	\$ 50.00/hr
Graphics and Clerical	-	\$ 35.00/hr

Outside services TDA secures with your authorization will be invoiced at cost plus 10% and mileage charged at \$0.35 per mile.

TDA estimates the cost of providing the above services will not exceed \$2,700.00. Should TDA determine the above services will exceed this estimate, TDA will meet with City staff to discuss the additional work effort.

Again, thank you for asking us to assist you with this project and should you have any questions or comments, please call.

If you find this proposal acceptable, please provide us with authorization to proceed by signing in the space provided below.



Bill Gatlin
Vice President

Authorization to Proceed

By _____
Date _____

TOM DODSON & ASSOCIATES

463 N. SIERRA WAY
SAN BERNARDINO, CA. 92410
(909) 884-9700 FAX (909) 889-8050

DEC

December 1, 1995

Ms. Valorie Shatynski
Solid Waste Manager
City of Redlands
PO Box 3005
Redlands, CA 92373

Re: Proposal to assist the City of Redlands with erosion control measures at the California Street Solid Waste Disposal Facility.

Dear Ms. Shatynski,

Thank you for asking Tom Dodson & Associates (TDA) to assist the City of Redlands with its erosion program at the City's California Street landfill. The purpose of this project is to develop and implement a plan to control erosion of the slopes of the landfill to satisfy the California Regional Water Quality Control Boards requirements. It is the City's desire to implement a plan that will provide a more long term solution to the erosion problem to reduce annual maintenance efforts to the greatest degree feasible.

TDA will provide the City with a plan which we believe has the greatest potential to successfully accomplish the City's goals. This plan will identify the types of materials to be used and methods which will be employed to control erosion. TDA will perform the necessary research and prepare a plan for review and approval by the City. TDA will also provide the City with a estimate of the costs to implement the plan.

TDA will provide this service on a time and expense basis at the following rates:

Environmental Specialist I	\$100.00/hr
Environmental Specialist II	\$75.00/hr
Environmental Specialist III	\$65.00/hr
Environmental Specialist IV	\$50.00/hr
Graphics and Clerical	\$35.00/hr

Outside services TDA secures with your authorization will be invoiced at cost plus 10% and mileage charged at \$0.35 per mile.

TDA estimates the cost of providing the above services will not exceed \$3,500.00. Should TDA determine the above services will exceed this estimate, TDA will meet with City staff to discuss the

additional work effort. TDA has already commenced work on this project at your request and an invoice for services performed to date is enclosed.

Again, thank you for asking us to assist you with this project and should you have any questions or comments, please call.

If you find this proposal acceptable, please provide us with authorization to proceed by signing in the space provided below.



Bill Gatlin
Vice President

Authorization to Proceed

By: _____
Date

TOM DODSON & ASSOCIATES

463 N. SIERRA WAY
SAN BERNARDINO, CA. 92410
(909) 884-9700 FAX (909) 889-8050

Attachment to Proposal
dated December 1, 1995
Assist the City of Redlands with
Erosion Control at the California Street Landfill

Schedule

TDA will provide the scope of services covered by the proposal within two (2) working days of receipt of the authorization to proceed.



TOM DODSON & ASSOCIATES

463 N. SIERRA WAY
SAN BERNARDINO, CA. 92410
(909) 884-9700 FAX (909) 889-8050

December 12, 1995

Ms. Valorie Shatynski
Municipal Utilities Department
City of Redlands
PO Box 3005
Redlands, CA 92373

Dear Ms. Shatynski,

Thank you for asking Tom Dodson & Associates (TDA) to submit this proposal to assist the City of Redlands (City) with this project. It is our understanding the City wishes to apply for Hazard Mitigation Grant Program funds from the California Office of Emergency Services (OES). These funds will be used to help finance a project to stabilize the levee which protects the City's landfill and waste water treatment plant from floodwater in the Santa Ana River.

Submittal of an acceptable application along with required environmental documentation will necessitate coordination between a number of agencies. These include the San Bernardino County Flood Control District (District), OES, the City and possibly the U.S. Army Corps of Engineers (Corps), the U.S. Fish & Wildlife Service (FWS) and California Department of Fish and Game (DFG). Because it is not possible to determine the number of meetings or the amount of work effort that will be necessary to satisfy these agency's concerns, it is not possible for us to provide a flat fee amount for our portion of this project. TDA, therefore, proposes to provide the services identified in the following tasks on a time and expense basis at the rates identified in the Rate schedule of this proposal. A not to exceed cost for each task is also provided.

Task 1.

TDA will meet with OES personnel to discuss the application process and identify items which must be specifically addressed in the application. TDA will work with District and City staff to identify alternative construction methods and costs for inclusion in the application. TDA will also research City, County and possibly insurance company records to establish historic damage and repairs, including ongoing costs to repair the levee.

These data will be assembled for inclusion into the application package. TDA will also review the proposed construction alternatives with the Corps and DFG to determine if these regulatory agencies have major problems with permitting any of the preferred alternatives.

TDA will provide these services for a not to exceed cost of \$5,000.00.

Task 2.

TDA will assist the City with preparation and processing of the Hazard Mitigation Grant Program application. This task involves addressing all issues identified on the OES checklist including assisting the City with preparation of the required Benefit/Cost Analysis and the preliminary environmental documents questionnaires. The scope of this task does not include preparation of engineered drawings for the project.

TDA will provide these services for a not to exceed fee of \$4,800.00.

Task 3.

If required, TDA will prepare an Environmental Assessment (EA) and an Initial Study (IS) to meet both National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements for use by the OES, City and other responsible agencies. Because federal funds are involved, it is necessary to comply with NEPA before such funds can be allocated. Discretionary decisions by agencies such as the City or DFG must undergo review in compliance with CEQA.

TDA will provide these environmental documents for a not to exceed fee of \$5,000.00.

Rates

Environmental Specialist I	-	\$100.00/hr
Environmental Specialist II	-	\$ 75.00/hr
Environmental Specialist III	-	\$ 65.00/hr
Environmental Specialist IV	-	\$ 50.00/hr
Graphics and Clerical	-	\$ 35.00/hr

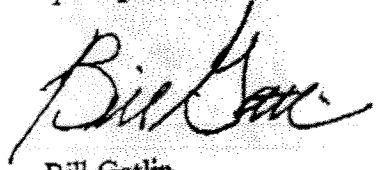
Schedule

TDA will commence work on this project immediately upon receiving authorization to proceed.

Outside services TDA secures with your authorization will be invoiced at cost plus 10% and mileage charged at \$0.35 per mile.

Again, thank you for asking us to assist you with this project and should you have any questions or comments, please call.

If you find this proposal acceptable, please provide us with authorization to proceed by signing in the space provided below.



Bill Gatlin
Vice President

Authorization to Proceed

By _____

Date _____