

AGREEMENT TO FURNISH
ENVIRONMENTAL SITING AND LAND USE CONSULTING SERVICES
FOR THE CALIFORNIA STREET LANDFILL HORIZONTAL EXPANSION

This Agreement is made and entered into this 7th day of November 2000, 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 professional environmental consulting services ("Services") for the California Street Landfill Horizontal Expansion, located at 2151 Nevada Street, Redlands, California ("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 like and 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 John Davis, Acting 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 - Project Schedule.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed \$9,000 in accordance with Attachment C - Project Costs. City shall pay Consultant on a time and materials basis at the hourly rates shown in Attachment D - Fee Schedule.
- 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

Gary Phelps
Municipal Utilities Department
35 Cajon Street
P. O. Box 3005
Redlands, CA 92373

Consultant

Bill Gatlin, Vice President
Tom Dodson & Associates
2150 N. Arrowhead Avenue
San Bernardino, CA 92405

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 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 provide automobile liability, 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 \$2,000,000, 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. Automobile liability shall be in a minimum \$500,000 blanket, and \$50,000 per occurrence, to be obtained within 30 days. 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 will be Bill Gatlin. 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

SITING AND LAND USE AGREEMENT
TOM DOTSON & ASSOCIATES
PAGE 4 OF 12

retained by it be deemed to have been employed by City or engaged by City for the account of or on behalf of City.

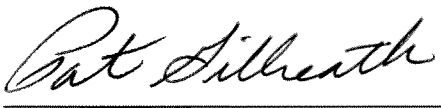
- 7.6 Nothing in this Agreement shall give Consultant authority with respect to any City decision beyond the consulting services as outlined herein and specifically as set forth in Attachment "A", "Scope of Work," and the rendition of information, advice, recommendation or counsel.
- 7.7 Consultant shall supply all tools and instrumentalities required to perform the consulting services in this Agreement.
- 7.8 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, without cause, by providing thirty (30) days prior written notice to the other (delivered by certified mail, return receipt requested) of intent to terminate.
- 7.10 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 payroll costs and all expenses. Such books shall be available at all reasonable times for examination by the City at the office of Consultant.
- 7.12 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SITING AND LAND USE AGREEMENT
TOM DOTSON & ASSOCIATES
PAGE 5 OF 12

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

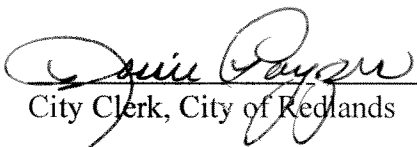
City of Redlands
("City")

Tom Dodson & Associates
("Consultant")

By: 
PAT GILBREATH
Mayor

By: 
BILL GATLIN
Vice President

ATTEST:


City Clerk, City of Redlands

SITING AND LAND USE AGREEMENT
TOM DOTSON & ASSOCIATES
PAGE 6 OF 12

**AGREEMENT TO FURNISH
ENVIRONMENTAL CONSULTING SERVICES
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ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. Prepare and process the revision to the Siting Element of the Countywide Integrated Waste Management Plan (CIWMP). The scope of services under this task include meeting with County staff, preparing and submitting the applications for the revision, and assisting the City with processing the application.
2. Meet with staff of the City's Planning Department to determine the land use entitlements that will be required to expand the landfill (CUP, General Plan and Specific Plan amendments, zone change). Based on the Planning Department's determination, we will prepare, submit and assist City staff process the required applications.
3. Attend meetings and assist City staff regarding issues outside the scope of our present contract to prepare the CEQA document and that are not included in the scope of work identified above. It is anticipated this task will include assistance to the City during the transition of City personnel, assisting in strategy decisions or any other services outside the scope of present contract and the tasks identified above.

The scope of services in this proposal are general in nature because it is not known at this time the amount of assistance City staff will require. As stated, TDA will only provide the services specifically requested by the City.

SITING AND LAND USE AGREEMENT
TOM DOTSON & ASSOCIATES
PAGE 8 OF 12

**ENVIRONMENTAL CONSULTING SERVICES
FOR THE CALIFORNIA STREET LANDFILL
HORIZONTAL EXPANSION**

ATTACHMENT B

PROJECT SCHEDULE

Attachment B

ESTIMATED SCHEDULE

1. TDA will provide a draft Project Description within 3 weeks of receipt of the data generated in Task 1.
2. TDA will provide the City with a finalized Project Description one week of receipt of City comments.
3. TDA will provide the City with an Initial Study and NOP within 2 weeks of finalization of the Project Description.
4. TDA will provide the City with a screencheck draft of the EIR within 8 weeks after receipt of comments on the NOP.
5. TDA will provide the City with responses to comment letters, a MMRP, and a Final EIR within 3 weeks of the close of the comment period.
6. TDA will provide the City with Findings of Fact and Statement of Overriding Consideration within 4 weeks of the close of the public comment period.

Based on available information, TDA anticipates that an EIR will be ready to go to hearing within about 7 months from the authorization to proceed.

SITING AND LAND USE AGREEMENT
TOM DOTSON & ASSOCIATES
PAGE 10 OF 12

**AGREEMENT TO FURNISH
ENVIRONMENTAL CONSULTING SERVICES
FOR THE CALIFORNIA STREET LANDFILL
HORIZONTAL EXPANSION**

ATTACHMENT C

PROJECT FEE

Consultant will provide amended services as described for an amount not to exceed \$9,000.

SITING AND LAND USE AGREEMENT
TOM DOTSON & ASSOCIATES
PAGE 11 OF 12

**ENVIRONMENTAL CONSULTING SERVICES
FOR THE CALIFORNIA STREET LANDFILL
HORIZONTAL EXPANSION**

ATTACHMENT D

FEE SCHEDULE

SITING AND LAND USE AGREEMENT
TOM DOTSON & ASSOCIATES
PAGE 12 OF 12

TDA will provide the above scope of services on a time and expense basis at the following rates:

Environmental Specialist \$110.00 / hour
Regulatory Specialist \$90.00 / hour
Ecologist / Biologist I \$68.50 / hour
Environmental Specialist II \$60.00 / hour
Admin / WP / Graphics \$40.00 / hour

Other Direct Costs: All other direct costs (travel, supplies, printing, subcontracts, etc.) are charged at actual cost plus a 10 percent management/handling charge.
Mileage will be billed at \$0.35 per mile.