

AGREEMENT TO PROVIDE PROFESSIONAL OPERATIONAL SUPPORT SERVICES FOR THE CALIFORNIA STREET LANDFILL

This agreement for the provision of operational support services for the California Street Landfill ("Agreement") is made and entered into this 7th day of July, 2009 ("Effective Date"), by and between the City of Redlands ("City") and Vector Engineering, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform operational support services for the California Street Landfill (the "Services") for a period of three (3) years.
- 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 the Services to City at a 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 Services which Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and all applicable Labor Code and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF AGENCY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City will make reasonable provision for Consultant to enter upon City-owned property, as required by Consultant, to perform the Services.
- 3.3 City designates its Quality of Life Department Director, or the Director's authorized designee, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule," which is attached hereto and incorporated herein by reference.
- 4.2 At any time during the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work which is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Work does not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Work may be agreed to by the Parties, by written amendment to this Agreement, executed by City Manager. Consultant shall not perform, nor be compensated for, Extra Work without such written authorization from City.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Seventy Nine Thousand Eight Hundred and Sixty Dollars (\$79,860). City shall pay Consultant on a time and materials basis up to the "not to exceed" amount in accordance with Exhibit "C," entitled "Project Fee," and based on the hourly rates shown in Exhibit "D," both of which are attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses, if any. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice, provided the Services reflected in the invoice were performed to the reasonable satisfaction of City in accordance with the terms of this Agreement.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

Agency

Director
Quality of Life Department
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redland, CA 92373

Consultant

Scott Purdy
Vector Engineering, Inc.
143 E. Spring Hill Drive
Grass Valley, CA 95945-5936

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 **Certificates and Endorsements.** All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide Agency with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to Agency.
- 6.2 **Workers Compensation and Employer's Liability.** Consultant shall secure and maintain Workers Compensation and Employer's Liability insurance throughout the duration of this Agreement in accordance with the laws of the State of California, with an insurance carrier acceptable to Agency.
- 6.3 **Hold Harmless and Indemnification.** Consultant shall defend, indemnify and hold harmless Agency and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or omissions in performing the Services.
- 6.4 **Comprehensive General Liability Insurance.** Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to Agency. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. Agency shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by Agency.
- 6.5 **Professional Liability Insurance.** Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.6 **Business Auto Liability Insurance.** Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Agency shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by Agency.

ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in the real property that is the subject of the Services and shall not acquire any interest, direct or indirect, in any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make or participate in:
- (i) the making or any governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
 - (iii) authorizing City to enter into, modify or renew a contract;
 - (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) granting City approval to a plan, design, report, study or similar item;
 - (vi) Adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Secretary's office pursuant to the written instructions provided by the City Secretary.

ARTICLE 8 - GENERAL CONSIDERATIONS

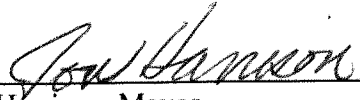
- 8.1 **Attorneys' Fees.** In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 **Prohibition Against Assignment.** Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 **Documents and Records.** All documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, 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, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 **Independent Contractor Status.** Consultant is for all purposes under this Agreement an independent contractor and should perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall supply all tools and instrumentalities required to perform the Services. 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. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 **Termination.**
- A. Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- B. This Agreement may be terminated by City, in its sole discretion, by providing five (5) business days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate.
- C. 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.
- D. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice,

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. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 Books and Records. Consultant shall maintain any and all books, ledgers, invoices, accounts and all other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 8.7 Entire Agreement/Amendment. This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 Severability. If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

THE CITY OF REDLANDS

By: 
Jon Harrison, Mayor

Attest:


City Clerk

VECTOR ENGINEERING, INC.

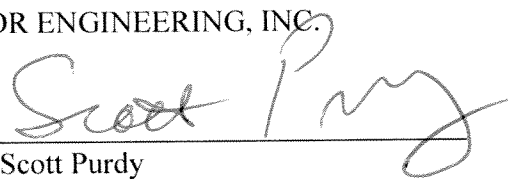
By: 
Scott Purdy

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide the following services:

- Operational support to landfill operations regarding drainage enhancements, berms, roads, excavation, winter decks, sequencing, compaction and other items as necessary.
- Prepare requested sequencing plans and drawings.
- Periodic meetings with staff on-site.
- Landfill master planning consistent with the current, final grading plan for the site.
- Prepare drawings showing the fill sequencing, locations of roads, winter decks, drainage structures, etc., by making use of the annual fly-over and current survey information.
- Provide copies of all documents prepared for the City in hard copy and electronic format.
- Provide the City with interim fill drawings every six months and meet with staff on-site a minimum of four (4) times per year.
- Assist the City in preparing reports and responses to regulatory agencies on an as-needed basis.

EXHIBIT "B"

PROJECT SCHEDULE

Vector Engineering, Inc. will provide operations support to the City of Redlands for the California Street Landfill for a period of three (3) years. During the duration of the contract, Vector Engineering, Inc. will provide the City with interim fill drawings every six (6) months and meet with staff on-site a minimum of four (4) times per year.

EXHIBIT "C"

PROJECT FEE

The total for the three year contract period is not to exceed \$79,860, or \$26,620 per year.
This amount reflects a 10% discount off of all hourly charges listed in the fee schedule.



CALIFORNIA STREET LANDFILL OPERATIONS SUPPORT SUMMARY OF PROJECT COSTS

OPERATIONS SUPPORT (Note: all hourly rates at a 10% discount over 1/1/2008 Schedule of Charges)				
Personnel	Units	No. of Units	Rate per Unit	Subtotal Cost
Principal Professional II - Purdy	hrs	56	\$157.50	\$8,820.00
Senior Professional II - Ramey	hrs	32	\$139.50	\$4,464.00
Senior Professional II - Thiel	hrs	8	\$139.50	\$1,116.00
Project Professional III - Russell	hrs	24	\$121.50	\$2,916.00
Project Professional I - Anderson	hrs	32	\$99.00	\$3,168.00
Staff Professional I - Miller	hrs	40	\$72.00	\$2,880.00
Outside Consultant - John Smith	hrs	10	\$85.00	\$850.00
Clerk - Dermer	hrs	8	\$49.50	\$396.00
Total Personnel Costs				\$24,610.00

ESTIMATE OF EQUIPMENT AND DIRECT EXPENSES				
Description	Units	No. of Units	Rate per Unit	Subtotal Cost
Reproduction/Communications	each	2	\$50.00	\$100.00
Travel Expenses	each	4	\$450.00	\$1,800.00
Shipping	each	2	\$55.00	\$110.00
Total for Equipment and Direct Expenses				\$2,010.00

TOTAL SERVICES PER YEAR	\$26,620.00
TOTAL FOR THREE YEAR CONTRACT PERIOD	\$79,860.00

EXHIBIT "D"
FEE SCHEDULE



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SCHEDULE OF CHARGES
Effective January 1, 2008

ENGINEERING SERVICES

Principal Professional III (03)	\$200.00/hr
Principal Professional II (05)	\$175.00/hr
Principal Professional I (07)	165.00/hr
Senior Professional II (10)	155.00/hr
Senior Professional I (11)	145.00/hr
Project Professional III (12)	135.00/hr
Project Professional II (13)	125.00/hr
Project Professional I (15)	110.00/hr
Staff Professional III (16A)	100.00/hr
Staff Professional II (16)	90.00/hr
Staff Professional I (17)	80.00/hr
Laboratory/Field Manager (19)	125.00/hr
Assistant Laboratory/Field Manager (19A)	100.00/hr
Sr. Engineering Technician (20)	85.00/hr
Engineering Technician Overtime (P2)	115.00/hr
Engineering Technician Double Overtime (P3)	130.00/hr
Technician Assistant (28)	55.00/hr
CAD Operator with System (29)	80.00/hr
Clerk (35)	55.00/hr
Laboratory (40)	85.00/hr
Overtime	1.5 x reg. rate
Expert Witness/Testimony (4 hour minimum)	300.00/hr

PER DIEM\$ 120.00/day
Or Cost + 20%

VEHICLE - 0.65/mi
or 65.00/day
or 300.00/week

OUTSIDE SERVICES (Backhoe, drilling, subconsultants, etc.) Cost + 20%

REPRODUCTION COSTS

Photocopies	\$ 0.30 each
Blue or Blacklines (24 x 36)	3.75 each
Plotter Originals - Bond or Vellum	7.00 each

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LABORATORY / FIELD SERVICES

GENERAL*

Nuclear Moisture/Density Meter.....	\$10.00/hr
.....	or 75.00/day
.....	or 800.00/mo
Peel & Shear Strength Apparatus (FML Seams)	800.00/mo
Portable Laboratory (8' x 32' trailer) with Equipment.....	900.00/mo
Portable Laboratory (mob / demob).....	\$1,500.00

FIELD PERMEABILITY TESTING*

BAT Porous Probe	\$ 200.00/day
.....	or 750.00/mo
Sealed Single Ring Infiltrometer (SSRI).....	200.00/day
.....	or 750.00/mo
Sealed Double Ring Infiltrometer (SDRI).....	Call for Quote

ENVIRONMENTAL

Call for Quote

1. All Test methods are ASTM unless otherwise noted.
 2. All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25% premium. Manpower requirements or test protocol may preclude the granting of a rush request.
 3. Compression test rate applies once sample has been received, whether tested or not.
- * Selected items may be rented without operator for 200% of the rates stated herein.

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LABORATORY SERVICES - SOILS

MOISTURE / DENSITY RELATIONS - COMPACTIONS

Standard Proctor - 4"	D-698.....	\$ 160.00 each
Standard Proctor - 6"	D-698.....	170.00 each
Modified Proctor - 4"	D-1557.....	180.00 each
Modified Proctor - 6"	D-1557.....	190.00 each
California Impact	Cal 216	205.00 each
Harvard Miniature.....		235.00 each
Check Point		105.00 each
R-Value	D-2844.....	300.00 each
California Bearing Ratio.....	D-1883.....	Call for Quote

MECHANICAL ANALYSIS

Sieve Analysis, Minus #4 Sieves with #200 Wash.....	D-422/C-136	100.00 each
Sieve Analysis, Full Sieve.....	D-422/C-136	130.00 each
Percent Passing #200 Sieve	D-1140/C-117	70.00 each
Hydrometer Analysis, Full Sieve	D-422.....	160.00 each
Sand Equivalent.....	Caltrans 217/D-2419	120.00/set
Pinhole Dispersion Test; 4 increments (remold sample)	D-4647.....	310.00/set

CLASSIFICATION AND INDEX PROPERTIES

Unified Soil Classification, includes Atterberg and Full Sieve	D-2487.....	210.00 each
Atterberg Limits, Multi-point Method ..	D-4318.....	110.00 each
Moisture Content	D-2216.....	30.00 each
Moisture Content & Dry Density		40.00 each
Specific Gravity	D-854.....	110.00 each
Soil pH		55.00 each

CONSOLIDATION / EXPANSION (SWELL)

One-Dimensional Consolidation / Swell or Settlement Potential.....	D-2435 / D-4546.....	105.00 set up
Load Increments/Decrements.....		35.00 each

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Time-Deformation Readings.....	50.00 each
Expansion Index..... UBC29-2/D-4829.....	210.00 each

HYDRAULIC CONDUCTIVITY

Flexible-Wall Permeability	
Undisturbed Soil, 2-4" dia. D-5084.....	\$ 270.00
Remolded Soil, Add D-5084.....	60.00
Fixed-Wall Permeability (Modified D-2435/USBR-560)	
Coarse Grained Soils (6-8" mold), remolded	260.00
Coarse Grained Soils (12" mold), remolded	410.00
Fine Grained Soils (2-4" dia.)	270.00
Additional Costs: Special preparation or remolding	60.00/sample
Test time over 5 days	30.00/day
Additional Consolidation Stresses, per stage	95.00
Air Permeability D-6539.....	285.00

SHEAR STRENGTH

Unconfined Compression	D-2166..... 95.00
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Triaxial Shear

Unconsolidated / Undrained	ASTM D-2850	110.00/point
Unconsolidated / Undrained with Back Pressure Saturation.....		140.00/point
Consolidated / Undrained with Back Pressure & Pore Pressure.....		310.00/point
Consolidated / Drained with Back Pressure Saturation		360.00/point
Staged (Progressive) Test: TX (CU/S/P).....		1,000.00/set
Additional Cell Time, Per Day		30.00/day

Direct Shear

Unconsolidated-Undrained (Quick).....	85.00/point
Consolidated-Undrained	85.00/point
Consolidated-Drained ASTM D-3080	160.00/point
Machine Time over 24 Hours, Add	60.00/day
Sample Preparation and Remolding	60.00/sample
Additional Saturation Time (>24 hours).....	60.00/day
Large Shear Box 12 x 12.....	110.00/sample

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SPECIALTY TESTING

GEOSYNTHETIC MATERIALS

Seam Coupon Series (thickness, peel, and shear)

Set of 5 each (Qty 1-10).....	D-6392.....	\$75.00
(Qty 10 or more).....		55.00
Asperity Height.....	GRI GM12.....	35.00
Liner Puncture Testing up to 350 psi		260.00
Liner Puncture Testing up over 350 psi.....		410.00

Large Scale Direct Shear D-5321 & D-6321

Geosynthetic vs. Geosynthetic - Method A	210.00/point
Soil vs. Geosynthetic Friction - Method B.....	260.00/point
GCL Internal Shear	310.00/point
Shear Speed (< 0.04)	110.00/point

(Shear rate is dependent on soil drainage characteristics and engineering specifications)

Substrate Remolding Fee.....	60.00/test
Additional Saturation Time (>24 hours).....	60.00/day
GCL Index Flux Testing.....	D-5887..... 270.00/test
GCL, Fluid Loss	D-5891..... 75.00/test
GCL, Swell Index	D-5890..... 70.00/test
GCL, Mass per Unit Area	D-5993..... 70.00/sample
Custom Liner Testing	Call for Quote

ROCK TESTING

Rock Density.....	35.00
Bulk Density, Porosity, Specific Gravity, Water Content.....	110.00
Point Load Index, Single Break	35.00
Point Load Index, Average 10-15 Breaks.....	180.00
Indirect Tensile Strength (Brazilian), Single Break	55.00
Indirect Tensile Strength (Brazilian), 10-15 Breaks.....	210.00
Uni-axial Strength (Peak Only), Including Prep (2.5" Maximum)	130.00
Uni-axial Strength (with Stress-Strain Curve)	160.00
Add Modulus and Poisson Ratio.....	60.00
Rock Joint Direct Shear, per point.....	260.00
Joint Direct Shear, additional normal load	95.00
Rock Preparation, Cutting and Grinding (per hour)	85.00

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CONSTRUCTION MATERIALS

AGGREGATE

Sieve Analysis - Coarse (w/o wash)	C-136	\$ 100.00 each
#200 Wash - Coarse Aggregate	C-117	70.00 each
Sieve Analyses - Fine w/wash - #200	C-136	110.00 each
Spec. Gravity, Bulk, SSD w/ Absorption	C-128 / C127	110.00 each
Injurious Organic Matter	C-40	60.00 each
Unit Weight per Cubic Foot	C-29	60.00 each
Sand Equivalent	D-2419	135.00/set
Crushed Particles (Fractured Faces)		95.00 each
Flat and Elongated Particles	CRD-119, 120	105.00 each
Clay Lumps and Friable Particles	C-142	80.00 each
Lightweight Pieces in Aggregate	C-123	95.00 each
Sulfate Soundness, per Sieve Size	C-88	135.00 each
Los Angeles Abrasion Test	C-131	260.00 each
Durability Index D _i		160.00 each
Durability Index D _e		160.00 each