

AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING
AND GEOLOGICAL SERVICES FOR THE PARTIAL FINAL
CLOSURE AND POSTCLOSURE OF THE CITY'S CALIFORNIA
STREET LANDFILL INACTIVE EAST END

This Agreement is made and entered into this 6th day of July, 2004 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Vector Engineering, Inc. hereinafter ("Consultant").

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 professional engineering and geological services for the Partial Final Closure and Postclosure of the California Street Landfill Inactive East End (the "Services") located at 2151 Nevada Street, Redlands, California.
- 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 similar types of services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The specific Services which Consultant shall perform are 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 in its performance of the Services including, but not limited to, all California Labor Code requirements and non-discrimination laws including the Federal Americans with Disabilities Act and the state's Fair Employment and Housing Act.
- 2.3 Consultant acknowledges and agrees that if it violates the provisions of the California Labor Code relating to prevailing wage that City may withhold payments to Consultant pursuant to Labor Code sections 1726, 1727 and 1771.6.
- 2.4 Consultant agrees that if it engages a subcontractor to perform any of the Services, that Consultant shall comply with California Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. Consultant acknowledges that the statutory provisions for penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by the City pursuant to Labor Code sections 1775 and 1813.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in City's possession that is relevant to the performance of Consultant's Services.
- 3.2 City will make provision for Consultant to enter upon City-owned property to perform the Services.
- 3.3 City designates Gary Van Dorst to act as its representative with respect to the Services.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Attachment "B," entitled "Project Schedule."

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of \$109,582. City shall pay Consultant on a time and materials basis in accordance with the estimated amounts identified in Exhibit "C" entitled "Project Fee," and based upon the hourly rates shown in Exhibit "D," entitled "Rate Schedule."
- 5.2 Within ten days following the end of each month Consultant shall submit an invoice to City indicating the portion of the Services performed, who performed the Services and costs incurred. 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 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 Van Dorst
Municipal Utilities Dept.
PO Box 3005
Redlands, CA 92373

Consultant

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

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 whom notices and payments are to be given by giving notice pursuant to this section.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 Consultant's Insurance to be Primary

All insurance required by this Agreement shall be maintained by Consultant during its performance of the Services and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Consultant shall not commence the Services unless and until all required insurance listed below is obtained by Consultant and Certificates of Insurance and endorsements evidencing such insurance are presented to City. All insurance policies shall include a provision prohibiting cancellation, except upon thirty (30) days prior written notice to City.

6.2 Workers' Compensation and Employer's Liability

- A. Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout its performance of the Services in amounts which meet statutory requirements with an insurance carrier acceptable to City.
- B. Consultant expressly waives all rights to subrogation against City, its elected officials and employees for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees. Consultant agrees that its obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the parties. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.

6.3 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout its performance of the Services comprehensive general liability insurance with carriers acceptable to City. 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. Consultant shall obtain an endorsement that City shall be named as an additional insured.

6.4 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout its performance of the Services in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.

6.5 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 its performance of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Consultant shall obtain an endorsement that City shall be named as an additional insured.

- 6.6 Assignment and Insurance Requirements. Consultant is expressly prohibited from assigning any of the Services without the prior written consent of City. In the event of mutual agreement between the parties to assign a portion of the Services, Consultant shall add the assignee as an additional insured to Consultant's insurance policies and provide City with insurance endorsements prior to any Services being performed by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided in this Agreement.

- 6.7 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents from and against any and all actions, claims, demands, lawsuits, losses and liability for damages to persons or property, including costs and attorney fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Consultant's negligent and/or intentionally wrongful acts or omissions in performing the Services; but excluding such actions, claims, demands, lawsuits and liability for damages to persons or property arising from the sole negligence or intentionally wrongful acts of City, its officers, employees or agents.

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 All documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant pursuant to this Agreement 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 will be at City's sole risk.
- 7.3 Consultant is for all purposes an independent contractor. 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.
- 7.4 Unless earlier terminated, as provided for below, this Agreement shall terminate upon

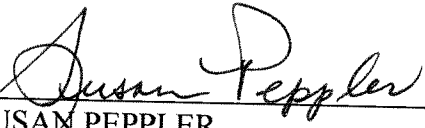
completion and acceptance of the Services by City.

- 7.5 This Agreement may be terminated by the City, without cause, by providing five (5) days prior written notice to Consultant of intent to terminate.
- 7.6 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, and 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.
- 7.7 Upon receipt of a termination notice, Consultant shall immediately discontinue all Services, and within five (5) days of the date of such 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 work completed up until notice of termination.
- 7.8 Consultant shall maintain books and accounts of all payroll costs and expenses incurred in performing the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 7.9 This Agreement, including the attachments 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 agreements with regard to the subject matter hereof between City and Consultant are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City Council of City and signed by City and Consultant.
- 7.10 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

CITY OF REDLANDS

VECTOR ENGINEERING, INC.

By: 
SUSAN PEPPLER
Mayor

By: 
VINCE SURYASASMITA
Executive Vice President

ATTEST:


City Clerk, City of Redlands

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ATTACHMENT A

SCOPE OF WORK

ATTACHMENT A – SCOPE OF WORK

Task 1A: Partial Final Closure and Post-Closure Plan Preparation

Task 1A involves the preparation of a Partial Final Closure and Post-Closure Maintenance Plan for the East Side Landfill portion of the California Street Landfill. The Plan will be in compliance with the California Code of Regulations, Title 27 and will be submitted to the regulatory agencies including the Regional Water Quality Control Board, Integrated Waste Management Board, and Local Enforcement Agency. A Preliminary Closure and Post-Closure Maintenance Plan was previously submitted for both the West Side and East Side portions of the California Street Landfill in the 2002 JTD. The Partial Final Closure Plan for the East Side Portion of the California Street Landfill will be consistent with that Preliminary Closure Plan.

During the Phase 1 expansion, the Contractor placed excavation soils over the East Side Landfill. This soil was placed as a stockpile; however, the soils were compacted in 6-inch lifts that were tested as if a monolithic cover was being placed. During the construction, Vector conducted Atterberg limits, grain size analysis, moisture content, density, Proctor, and permeability tests on the soils at a frequency approved by the Santa Ana RWQCB. In addition, the overall thickness of the cover was determined on a 100-foot grid in order to verify the amount of soil over the waste. The existing information will be utilized in the alternative cover demonstration as well as the grading plan and hydraulic analysis.

Each of the plan elements listed in the regulations will be included in the Plan with corresponding text addressing the specific element. Also included within the Closure Plan will be drawings consisting of the original site conditions, the final “as-built” closure configuration, drainage structures and surface water controls, landfill gas extraction system, and general details. Modifications to the gas system (if necessary) will likely be conducted with Janacek and Associates working directly for the City. The appendices will include permits and related documents, geotechnical analyses, all quality assurance tests conducted during construction, soil loss analyses, a construction quality assurance plan, leachate generation potential, and final partial closure and post-closure cost estimates. The construction quality assurance plan will follow the installation and

testing procedures used to place the existing stockpile material over the East Side Landfill.

Deliverables: Partial Final Closure and Post-Closure Maintenance Plan

Task 1B: Alternative Cover Demonstration

Task 1B consists of preparing an alternative cover demonstration for the monolithic cover soils. The regulations allow for alternative covers to be utilized at sites that can demonstrate equivalence with the prescriptive cover. The California Code of Regulations, Title 27, Section 21090(a) allows for alternatives to the prescriptive cover if the alternative "will continue to isolate the waste in the Unit from precipitation and irrigation waters at least as well as the prescriptive final cover". The prescriptive cover for the East Side Landfill portion of the site would consist of a vegetative layer covering a clay liner (permeability less than 1×10^{-6} cm/sec) over a compacted foundation layer.

The alternative demonstration will model the leakage through the prescriptive cover and compare that to the alternative monolithic cover. The results of the testing conducted during the Phase 1 expansion and stockpile placement will be utilized for the modeling. Vector will be utilizing 3D Geoservices to conduct the LEACHM analysis for the monolithic cover versus prescriptive cover leakage analysis. Following completion of the model and comparison with the prescriptive cover, a report will be prepared and included as an appendix in the Partial Final Closure Plan.

Deliverables: Alternative Cover Demonstration

Task 1C: Construction Plans, Specifications, and Bidding Documents

Task 1C will consist of the preparation of construction drawings and specifications along with all bidding documents to be advertised to contractors for the drainage closure improvements of the East Side Landfill. The drawings will include construction ready plans for drainage structures, settlement monuments, and other details for the closure. The specifications will involve all aspects of the construction including surface water drainage controls, berms, vegetation, and general contract requirements. Within this task, the list of bid items and quantities will also be prepared as well as an engineer's estimate. Vector will utilize the City's general conditions in the preparation of the bid

documents. We will also assist in the prebid meeting with contractors and the review of the contractor's bids. Any changes to the documents as a result of the prebid meeting will be addressed in writing and submitted to all bidders.

Deliverables: **Construction Drawings, Specifications, and Bid Documents**

Task 1D: Meetings

Task 1D will consist of attending meetings with City personnel as well as meeting with the Santa Ana RWQCB, the Integrated Waste Management Board, and/or the LEA. A total of three meetings have been scheduled for this task. A fourth meeting, consisting of a prebid meeting with contractors for the construction, has also been included within this task. The minutes of all meetings will be prepared and submitted for review and comments.

Deliverables: **Meeting Minutes**

Task 1E: Permitting/Regulatory/CEQA Initial Study

Task 1E will consist of responding to comments or concerns raised by the regulatory agencies regarding the Partial Final Closure Plan as well as the Alternative Cover Demonstration Report. Vector will address all concerns raised by the agencies and respond in written format quickly to minimize potential delays to the project.

In addition, Vector will prepare a CEQA Initial Study for the project and submit it to the City for review. The CEQA initial study will consist of an environmental review checklist which includes specific land use and planning issues, population and housing, geologic problems, water, air quality, transportation, biological resources, energy and mineral resources, safety/hazards, noise, public services, utilities, aesthetics, cultural resources, recreation, and findings of significance.

Deliverables: **Responses to Comments and CEQA Initial Study**

Task 1F: Construction Quality Assurance Services

Task 1F will consist of providing CQA services during the installation of the drainage improvements and final closure structures for the East Side Landfill. Vector will observe the construction for compliance with the plans and specifications, perform field and

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ATTACHMENT B

PROJECT SCHEDULE

ATTCHMENT B PROJECT SCHEDULE

Task 1A – Partial Final Closure and Post-Closure Plan Preparation

The Partial Final Closure and Post-Closure Plan will be prepared by Vector, reviewed by the City, and submitted to the regulatory agencies by the end of August 2004 following approval to begin work by the start of July.

Task 1B – Alternative Cover Demonstration

Preparation of the Alternative Cover Demonstration will be concurrent with the Partial Final Closure Plan and be submitted by the end of August.

Task 1C – Construction Plans, Specifications, and Bidding Documents

The Plans, Specifications, and Bidding Documents will be complete and ready for final review by the City by the end of August. This will allow construction to begin in late October or early November with completion prior to December 15th, 2004.

Task 1D – Meetings

Meetings will be scheduled as necessary to complete the project. It is anticipated that a meeting with the Santa Ana RWQCB will take place early in the project to address any regulatory concerns prior to substantial completion of the work.

Task 1E – Permitting/Regulatory/CEQA Initial Study

Responding to regulatory comments will be addressed within two weeks of receiving the correspondence from the agency. The CEQA Initial Study will be completed prior to the submittal of the Partial Final Closure Plan.

Task 1F – Construction Quality Assurance Services

Construction Quality Assurance Services will begin when the contractor starts the work. It is anticipated that the work will take 5 weeks to complete. Vector will provide one full-time CQA Monitor during the project. Following construction, Vector will prepare a final documentation report for submittal to the regulatory agencies.

laboratory testing, and prepare a final CQA documentation report demonstrating compliance with the approved CQA plan included in the Partial Final Closure Plan. The CQA documentation report will be submitted to the regulatory agencies for approval.

Vector will provide one, full-time CQA Monitor experienced with earthworks and drainage system construction. In accordance to California State Law, Vector's CQA Monitor will be paid at the prevailing wage rate. We have assumed that our Monitor will work a total of nine hours per day. We have assumed that the construction period necessary to complete the project will be five weeks. Should the construction period differ from the proposed working days, Vector will adjust our hours as necessary with approval from the City.

Deliverables: **CQA Documentation Report**

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ATTACHMENT C

PROJECT FEE

ATTACHMENT C - PROJECT FEE

SUMMARY OF PROFESSIONAL SERVICES - VECTOR ENGINEERING, INC Eastside Landfill Partial Final Closure Plan

	Budgeted		Previous		Current		Remaining	
	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
Task 1A - Partial Final Closure Plan Preparation								
Purdy - CEG \$100/hr	56	\$ 5,600	0	\$ -	0	\$ -	56	\$ 5,600.00
Woodward/Ramey \$90/hr	80	\$ 7,200	0	\$ -	0	\$ -	80	\$ 7,200.00
Russell \$75/hr	40	\$ 3,000	0	\$ -	0	\$ -	40	\$ 3,000.00
Dodge/Campbell/Hemmen \$65/hr	110	\$ 7,150	0	\$ -	0	\$ -	110	\$ 7,150.00
Clerk \$40/hr	24	\$ 960	0	\$ -	0	\$ -	24	\$ 960.00
Total - Task 1A	310	\$ 23,910	0	\$ -	0	\$ -	310	\$ 23,910.00
Task 1B - Alternative Cover Demonstration								
Purdy - CEG \$100/hr	16	\$ 1,600	0	\$ -	0	\$ -	16	\$ 1,600.00
Ramey/Christie \$90/hr	24	\$ 2,160	0	\$ -	0	\$ -	24	\$ 2,160.00
Russell \$75/hr	16	\$ 1,200	0	\$ -	0	\$ -	16	\$ 1,200.00
Modeling - 3D Geo (lump sum)	1	\$ 5,000	0	\$ -	0	\$ -	1	\$ 5,000.00
Total - Task 1B	57	\$ 9,960	0	\$ -	0	\$ -	57	\$ 9,960.00
Task 1C - Plans, Specifications, Bid Documents								
Purdy - CEG \$100/hr	16	\$ 1,600	0	\$ -	0	\$ -	16	\$ 1,600.00
Woodward/Ramey \$90/hr	32	\$ 2,880	0	\$ -	0	\$ -	32	\$ 2,880.00
Russell \$75/hr	16	\$ 1,200	0	\$ -	0	\$ -	16	\$ 1,200.00
Dodge/Campbell/Hemmen \$65/hr	80	\$ 5,200	0	\$ -	0	\$ -	80	\$ 5,200.00
Clerk \$40/hr	16	\$ 640	0	\$ -	0	\$ -	16	\$ 640.00
Total - Task 1C	160	\$ 11,520	0	\$ -	0	\$ -	160	\$ 11,520.00
Task 1D - Meetings								
Purdy - CEG \$100/hr	54	\$ 5,400	0	\$ -	0	\$ -	54	\$ 5,400.00
Ramey \$90/hr	16	\$ 1,440	0	\$ -	0	\$ -	16	\$ 1,440.00
Clerk \$40/hr	4	\$ 160	0	\$ -	0	\$ -	4	\$ 160.00
Total - Task 1D	74	\$ 7,000	0	\$ -	0	\$ -	74	\$ 7,000.00
Task 1E - Permitting/Regulatory/CEQA Initial Study								
Purdy - CEG \$100/hr	32	\$ 3,200	0	\$ -	0	\$ -	32	\$ 3,200.00
Woodward/Ramey \$90/hr	32	\$ 2,880	0	\$ -	0	\$ -	32	\$ 2,880.00
Russell \$75/hr	16	\$ 1,200	0	\$ -	0	\$ -	16	\$ 1,200.00
Dodge/Campbell/Hemmen \$65/hr	32	\$ 2,080	0	\$ -	0	\$ -	32	\$ 2,080.00
Clerk \$40/hr	8	\$ 320	0	\$ -	0	\$ -	8	\$ 320.00
Total - Task 1E	120	\$ 9,680	0	\$ -	0	\$ -	120	\$ 9,680.00
Task 1F - Construction Quality Assurance (5 weeks)								
Scott Purdy - CEG \$100/hr	56	\$ 5,600	0	\$ -	0	\$ -	56	\$ 5,600.00
Ramey/Fritzler \$90/hr	40	\$ 3,600	0	\$ -	0	\$ -	40	\$ 3,600.00
CQA Monitor - Dell-Era \$67/hr (regular time)	200	\$ 13,400	0	\$ -	0	\$ -	200	\$ 13,400.00
CQA Monitor - Dell-Era \$90/hr (overtime)	25	\$ 2,250	0	\$ -	0	\$ -	25	\$ 2,250.00
Dodge/Campbell/Hemmen \$65/hr	16	\$ 1,040	0	\$ -	0	\$ -	16	\$ 1,040.00
Clerk \$40/hr	24	\$ 960	0	\$ -	0	\$ -	24	\$ 960.00
Mobilization - lump sum	1	\$ 800	0	\$ -	0	\$ -	1	\$ 800.00
Per Diem - CQA Monitor (\$525/week)	5	\$ 2,625	0	\$ -	0	\$ -	5	\$ 2,625.00
On-Site Vehicle (\$250/week)	5	\$ 1,250	0	\$ -	0	\$ -	5	\$ 1,250.00
Shipping - lump sum	1	\$ 275	0	\$ -	0	\$ -	1	\$ 275.00
Misc. Field Equipment (\$100/week)	5	\$ 500	0	\$ -	0	\$ -	5	\$ 500.00
CQA Documentation Report - lump sum	1	\$ 5,000	0	\$ -	0	\$ -	1	\$ 5,000.00
Phone/FAX/Postage (\$50/week)	5	\$ 250	0	\$ -	0	\$ -	5	\$ 250.00
Total - Task 1F	337	\$ 37,550	0	\$ -	0	\$ -	337	\$ 37,550.00
Total Task 1 Costs	1058	\$ 99,620	0	\$ -	0	\$ -	1058	\$ 99,620.00

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ATTACHMENT D

RATE SCHEDULE

ATTACHMENT D - RATE SCHEDULE

The unit rates for personnel will be provided under the following categories and individuals. Direct expenses will be converted to personnel hours.

Principal Professional (Purdy) - \$100/hour

Senior Professional (Ramey/Woodward/Christie/Fritzler) - \$90/hour

CQA Monitor - \$67/hour (\$90/hour overtime)

Project Professional (Russell) - \$75/hour

Staff Professional (Dodge/Campbell/Hemmen) - \$65/hour

Clerk - \$40/hour