

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of hydrogeologic consulting services associated with the California Street Landfill ("Agreement") is made and entered in this 21st day of January, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Geo-Logic Associates, 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 provide assistance in, regulatory reporting and hydrogeologic support for the California Street Landfill for City (the "Services").
- 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 that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Christopher Boatman, Facilities and Community Services Director, 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 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

- 4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total annual (twelve (12) consecutive months) compensation for Consultant's performance of the Services during the term of this Agreement shall not exceed the amount of Forty One Thousand Four Hundred Eighty Four Dollars (\$41,484). City shall pay Consultant in accordance with Exhibit "B," titled "Fee Proposal" attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services 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 related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

Consultant

John Hower, PG, CEG, Senior Vice President
Geo-Logic Associates, Inc.
2777 East Guasti Road
Ontario, CA 91761
jmhower@geo-logic.com
(909) 626-2282

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage 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 the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount 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. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit 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. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.
- 6.2 Consultant shall defend, indemnify and hold harmless City 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 any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that 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 a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant 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) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant 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 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 determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 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, including fees for the use of in-house counsel by a Party.
- 8.2 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. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or 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.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. 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. 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 project related 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.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and 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 reasonable times for examination by City at the office of Consultant.
- 8.6 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. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 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 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 City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

GEO-LOGIC ASSOCIATES, INC.

By: 
Paul W. Foster, Mayor

By: 
John Hower, PG, CEG, Senior Vice
President

Attest:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Monitoring Support. Consultant will collect the required samples from the designated sampling locations and submit samples to the City-selected, State-certified laboratory for analysis. Leachate samples will be collected and delivered to the laboratory by staff of Consultant.

Task 1: Quarterly Groundwater Monitoring Reports. Consultant will perform all water quality sampling as required. During all monitoring reporting periods, Consultant will review field notes and laboratory data in a timely fashion so that data review is completed quickly and any required RWQCB notification meets the deadlines established in Order No. R8-2004-0008 including amendments stipulated in Order No. R8-2008-0094. The data review will include:

- Providing technical and regulatory expertise to City staff.
- Review of all field notes to verify that proper sampling techniques were utilized.
- A thorough data quality check to verify that holding times, required analyses, reporting limits and laboratory precision requirements have been met.
- Updating water level and groundwater quality databases.
- Performance of a thorough quality control check on all data to verify that only correct information is input into the databases.

All sample analyses will be checked against sample collection dates to verify that holding times were met. Analytical results will also be checked to verify that all required analyses have been performed and that laboratory quality assurance results were within acceptable limits. Any identified problems will be detailed in the quarterly reports.

The procedure for laboratory data entry includes manual transfer of data into the existing database. Water level information and field data will also be manually input. All data entered into the database will be checked to ensure that the database is accurate. Laboratory reporting limits, BPOs, and maximum concentration levels will be highlighted with bold font so that the reader can easily discern potential problems.

Statistical analysis of the water quality data will be performed by Consultant. In addition to the statistical analysis of metals surrogates and selected general minerals, selected volatile organic compounds detected at the landfill since September, 1998, will be statistically analyzed to establish concentration limits equal to background concentrations during this portion of an extended evaluation monitoring period. VOC statistical analyses will be performed as data quantity and quality permit for each compound of concern, on a per-well basis, using intra-well methods as well as background-to-compliance comparisons. Charts and tables will be used to illustrate VOC statistical findings.

The quarterly groundwater monitoring reports will include the following information:

- A transmittal letter containing an abbreviated summary, including discussions on violations and any actions taken or planned.
- An executive summary of current monitoring results.
- A discussion of groundwater occurrence and movement, including hydrographs for each well, a groundwater elevation contour map, and groundwater gradient calculation.
- A discussion of groundwater quality, including field and laboratory methods, statistical methodology and results, tabulated analytical results, copies of laboratory reports and chain of custody forms, copies of field forms, and graphs of constituents detected at concentrations exceeding intra-well statistical variances.
- Sludge chemical analyses.
- Conclusions, and as needed, recommendations.

- All data entered into the database will be checked to ensure that the database is accurate.

Consultant shall provide the City with an Executive Summary of the quarterly reports before the 15th of each month following a quarterly reporting period for inclusion into the City's quarterly report to the LEA as required by permit.

Task 2: Annual Groundwater Monitoring Reports. The annual groundwater monitoring reports will be prepared in combination with the yearly first quarter reports (January-March; report due April 30). In addition to the requirements listed in Task 1, the following items will be included in the annual reports:

- Groundwater monitoring well data summaries, including tabular and graphical summaries of groundwater levels and sampling results for all annual data, graphical presentation of groundwater constituents that equaled or exceeded BPOs or maximum concentration levels during any quarter of the monitoring period, and summary tables of vadose zone sample results.
- An annual summary, discussion and recommendations regarding the detection of VOCs, and any statistical background concentration limits for VOCs which were analyzed within the constraints of available data quality and quantity
- A discussion of groundwater quality at the CSL, a discussion of vadose zone quality and potential impacts to groundwater quality, and updated information relating to the groundwater monitoring system and hydro-geology of the CSL.

Task 3: Leachate Sampling and Reporting. A sample of the leachate will be collected and analyzed for all EPA Appendix II constituents in October of each year. If compounds are detected in the October leachate sample, a retest sample will be collected the following April. The retest sample will be tested only for the compounds that were detected for the first time in the October sample. The results of these analyses will be submitted in the appropriate quarterly report (fourth quarter for the October sample, second quarter for the April sample).

Task 4: Leachate (LCRS) Phase Two Annual Performance Monitoring System Testing. The Phase Two performance monitoring system will be tested annually in accordance with the CSL Leachate Management Plan, Title 27 and the CSL Waste Discharge Requirements (WDRs). The annual test shall be performed no later than October 31 of each year or a date agreed upon by the RWQCB. A LCRS annual performance monitoring system test report form is required and is provided in the CSL's Leachate Management Plan for the Consultant. A copy of the performance monitoring test report shall be provided to the RWQCB in accordance with the WDR monitoring and reporting program for the CSL reference in Section 3.6 of the Leachate Management Plan.

Task 5: Condensate (CCRS) Annual Sampling and Report Preparation. In accordance with the Condensate Management Plan, condensate from the condensate and collection recovery system (CCRS) will be sampled and analyzed no later than October 31 of each year. The samples will be analyzed for constituents listed in Appendix A.

The analytical results of the condensate sampling and analysis performed in item 2 above will be reported to the RWQCB in the fourth quarter report due no later than January 31 of the following calendar year.

Task 6: Database Management. Each quarter, the existing database will be reviewed and edited such that only data relevant to the current groundwater movement, quality and hydrogeologic character is included for statistical analysis. A separate database will also be maintained and updated as needed for historical trends.

Task 7: Landfill Expansion Support. Consultant will provide continued technical support for landfill related to cell construction and expansion in the event that additional phases are added during this agreement period. This task also includes project management, field support and all required witnessing,

supervision, documentation, and reporting for the decommissioning or relocation of water quality monitoring wells, as needed.

Task 8: Other Tasks. Consultant will provide the City with general consulting services in include all miscellaneous requests and technical support for all unforeseeable events related to groundwater and surface water quality and protection at the CSL.

In order to meet the City's needs, and at the City's request, Consultant will answer any questions or issues the city, regulators, or general public may have regarding groundwater and vadose zone quality at the landfill.

Deliverables. Deliverables will consist of formal memorandums, letter reports, and faxed information to be provided to City staff on a time and materials basis upon request. One draft copy of each technical report will be submitted to the City's Facilities and Community Services Department Director for review. After incorporation of the City's comments, two bound copies of the final reports and one digital report will be submitted for the City's use and distribution. In the case of the quarterly and annual groundwater monitoring reports, two bound complete hard copies will be provided to the City. One hard bound copy of the final report and digital file will be submitted to the State Water Resources Control Board's database for each of the Quarterly and Annual Reports. All field work will be personally attended and witnessed first-hand by a geologist currently registered in the State of California, who will then certify all technical reports resulting from the work performed.

EXHIBIT "B"

(Fee Proposal)

Work Task	Principal Professional	Supervising Professional I	Project Professional II	Staff Professional II	Field Tech IV	Field Tech I	GLA Subtotal	Vehicle & Sampling Equip. / Supplies	Expenses (3% GLA labor)	Total Quarterly Cost	2020 Cost	2021 Cost	2022 Cost
	242	222	150	115	136	75	(\$)	29	(3%)	(\$)			
Tasks 1-6 Sampling and Reporting of Groundwater, Gas, Leachate, Condensate, and Other Matrices, LCRS Performance Monitoring, and Database Management													
First Quarter													
Sampling	0	1	0	1	4	22	\$ 2,531	26	\$ 76	\$ 3,361			
Reporting (includes annual report)	1	1	8	36	0	0	\$ 5,804	0	\$ 175	\$ 5,979			
Totals:	1	2	8	37	4	22	\$ 8,335	\$ 754	\$ 251	\$ 9,340	\$ 9,340	\$ 9,340	\$ 9,340
Second Quarter													
Sampling	0	1	0	1	4	36	\$ 3,581	40	\$ 108	\$ 4,849			
April Leachate Retesting	0	0	0.5	1	1	4	\$ 626	5	\$ 19	\$ 790			
Reporting	1	1	8	30	0	0	\$ 5,114	0	\$ 154	\$ 5,268			
Totals:	1	2	8.5	32	5	40	\$ 9,321	\$ 1,305	\$ 281	\$ 10,907	\$ 10,907	\$ 10,907	\$ 10,907
Third Quarter													
Sampling	0	1	0	1	4	22	\$ 2,531	26	\$ 76	\$ 3,361			
Reporting	1	1	8	30	0	0	\$ 5,114	0	\$ 154	\$ 5,268			
Totals:	1	2	8	31	4	22	\$ 7,645	\$ 754	\$ 230	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629
Fourth Quarter													
Sampling	0	1	0	1	4	22	\$ 2,531	26	\$ 76	\$ 3,361			
October Leachate Sampling	0	0	0.5	1	1	4	\$ 626	5	\$ 19	\$ 790			
Phase II LCRS Testing	0	0.5	0.5	1	12	8	\$ 2,533	20	\$ 76	\$ 3,189			
Reporting	1	1	8	30	0	0	\$ 5,114	0	\$ 154	\$ 5,268			
Totals:	1	2.5	9	33	17	34	\$ 10,804	\$ 1,479	\$ 325	\$ 12,608	\$ 12,608	\$ 12,608	\$ 12,608
Annual Total (Tasks 1-6)											\$ 41,484	\$ 41,484	\$ 41,484
TOTAL COST FOR THREE YEARS OF SERVICES (TASKS 1-6):											\$ 124,452		

EXHIBIT "C"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

☒ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

☐ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Geo-Logic Associates, Inc.

By: John M. Hower
John Hower, PG, CEG, Senior Vice President

Date: JANUARY 16, 2020