

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 17th day of July, 2012 (“Effective Date”), by and between the City of Redlands (“City”) and Geo-Logic Associates (“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 one (1) year (the “Initial Term”). City shall further have the option to extend the Initial Term of this Agreement for two additional one-year terms (the “Renewal Terms”) by providing written notice to Consultant not less than ninety (90) days prior to any Renewal Term.
- 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.
- 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-Five Thousand Dollars (\$75,000). City shall pay Consultant on a time and materials basis up to the "not to exceed" amount based on the hourly rates shown in Exhibit "B," which is 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:

City

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

Consultant

Gary Lass, President
Geo-Logic Associates
250 West First Street, Suite 228
Claremont, CA 91711

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 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 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 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.

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 of any City 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 City 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 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.
- 8.3 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 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 This Agreement may be terminated by City, in its sole discretion, by providing thirty (30) business days prior written notice to Consultant (delivered by certified mail, return receipt requested) 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 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 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 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 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.9 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.

CITY OF REDLANDS

GEO-LOGIC ASSOCIATES

By: _____
Pete Aguilar, Mayor

Gary Lass, President

ATTEST:

Sam Irwin, City Clerk

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 “A”
SCOPE OF SERVICES CONTINUED

**DESIGN AND ENGINEERING SERVICES FOR
THE CALIFORNIA STREET LANDFILL
CITY OF REDLANDS**

The following scope of work was based on discussions with the City. Work will be conducted under our current Operations Support Contract.

Task 1: Develop Plans and Specifications for Landfill Perimeter Fencing, Bid Assistance, and Construction Support

Subtask 1.1 - Develop Plans and Specifications for Landfill Perimeter Fencing

Under Subtask 1.1, GLA will perform the following tasks:

- Evaluate the landfill's existing site security perimeter and make recommendations on the most cost-effective type of fencing material; optimal specifications of the fence structure; and post, gate, and pedestrian fence requirements;
- Evaluate the suitability of 9-gauge chain link fencing and the suitability and placement of one pedestrian gate and three double gates;
- Review site maps and plans located in the Joint Technical Document (JTD), which serves as the City's permit to operate the landfill for permit conformance;
- Prepare contract documents including plans and specifications for material and installation for all fencing system components including the fence, posts, posts footing, braces, gates, tension wire and other ancillary equipment for a request for Contractor bids (RFB); and,
- Prepare a bid schedule and an engineer's estimate for the fence system.

Subtask 1.2 – Bid-Assistance, contract administration, Coordination, Monitoring and Reporting

Under Subtask 1.2, GLA will perform the following tasks:

- provide assistance during bidding, including responding to bidder's questions, preparing addenda and attending pre-bid meeting, including site visit, attending bid opening and providing recommendation on bid award;
- provide technical support during start up and coordination of the project; and,
- provide project administration and management necessary to perform planning, execution, monitoring, and reporting.

Task 2: Develop Plans and Specifications for a Paved, Mechanized Entrance, Bid Assistance, and Construction Support

Subtask 2.1 - Develop Plans and Specifications for a paved Mechanized Entrance to the Landfill

Under Subtask 2.1, GLA will perform the following tasks:

- Evaluate the landfill's existing entrance and scalehouse access and make recommendations on the best type of fencing material; optimal specifications of the fence structure; and post, gate, and pedestrian and fence requirements. The evaluation and recommendations should incorporate the following:
 - a. Prepare a preliminary design with two options: 1). Two gates with one way entrance and one way exit traffic through the scales and, 2). One gate with two-way traffic through the scales;
 - b. Driveway and paving improvements at the entrance/exit;
 - c. One automatic rolling gate using (magnetic card or use of keypad code or both)
 - d. Rumble gate at exit;
 - e. A formal monument sign; and,
 - f. Draught tolerant landscaping.

- Prepare contract documents including plans and specifications for material and installation for all fencing system components including the fence, posts, posts footing, braces, gates, tension wire and other ancillary equipment for a request for Contractor bids (RFB); and,
- Prepare a bid schedule and an engineer's estimate for the fence system.

The design will be coordinated with the design of the tracking system (to be done by others).

Subtask 2.2 – Bid-Assistance, contract administration, Coordination, Monitoring and Reporting

Under Subtask 2.2, GLA will perform the following tasks:

- Provide assistance during bidding, including responding to bidder's questions, preparing addenda and attending pre-bid meeting, including site visit, attending bid opening and providing recommendation on bid award;
- provide technical support during start up and coordination of the project; and,
- provide project administration and management necessary to perform planning, execution, monitoring, and reporting.

Task 3: Development of a Conceptual Proposal for an Equipment Storage Facility

Work under Task 3 will include the following:

- Prepare a conceptual proposal on the feasibility of constructing an equipment storage facility on landfill property for the City's landfill equipment. Analysis will include siting feasibility, projected construction costs and recommendations on construction material.

EXHIBIT "B"



City of Redlands Operations Support

PERSONNEL CHARGES

PROFESSIONAL STAFF:

Staff Professional I.....	72.00/Hour
Project Professional I	99.00/Hour
Project Professional III	121.50/Hour
Senior Professional II.....	139.50/Hour
Principal Professional II.....	157.50/Hour

SUPPORT STAFF:

CADD/Designer.....	72.00/Hour
Clerk	49.50/Hour

EXPENSES

Travel Costs (to City offices or landfill).....	700/Trip
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