

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # \*B-6

Urgent  Routine

AGENDA DATE March 18, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award the Contract for Design and Construction Management Services to Shaw Environmental, Inc., for a Base Liner System at Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Award the contract for design and construction management services for a base liner system at Fink Road Landfill, Landfill 2 - Cell Number 5, to Shaw Environmental, Inc., in the amount of \$219,698.
2. Authorize the Director of the Department of Environmental Resources, or her designee, to sign the contract with Shaw Environmental, Inc., for design and construction management services for a base liner system at Fink Road Landfill, Landfill 2 - Cell Number 5, in the amount of \$219,698.
3. Authorize the Director of the Department of Environmental Resources, or her designee, to sign amendments to the contract for an overall total not to exceed \$252,653, which includes contingency funding of up to \$32,955 which is equal to a maximum of 15% of the total contract amount.

FISCAL IMPACT:

If this contract is awarded, the maximum amount to be paid for services provided by Shaw Environmental, Inc., under this agreement will not exceed \$252,653. The Fink Road Landfill is an enterprise fund that is fully funded through the collection of tipping fees. Capital improvement costs are incorporated into the tipping fee calculations and funds for this purpose are accounted for in the existing 2007-2008 Fiscal Year Department of Environmental Resources budget in the Fink Road Landfill Enterprise Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-172

On motion of Supervisor Monteith, Seconded by Supervisor DeMartini  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Assembly Bill 939, the Integrated Waste Management Act of 1990, as one of its provisions required that cities and counties maintain adequate disposal capacity for their respective jurisdictions. This project involves the design as well as the construction management (oversight) services of a base liner system for the next new cell at the Fink Road Landfill to ensure that said capacity is maintained.

This new cell to be developed is within the existing landfill "footprint" (permitted area) and will be for the disposal of Class III municipal solid waste. Further, this cell is referred to as Landfill 2, Cell Number 5, and will provide for approximately four years of disposal capacity beginning in roughly the years 2010 - 2011. A Negative Declaration was filed with the State Clearinghouse on May 8, 2006, and adopted by the Board of Supervisors on October 17, 2006. The Negative Declaration describes and supports the design and operation of the landfill which is authorized by a Solid Waste Facilities Permit issued by the California Integrated Waste Management Board.

The Department of Environmental Resources (Department), in partnership with the General Services Agency (GSA) Purchasing Division, issued a Request for Proposals (RFP) on October 18, 2007, for this project. The RFP period closed on November 28, 2007, and the GSA Purchasing Division conducted the opening of the proposals on the closing date.

There are several environmental consulting firms that specialize in solid waste services and three responded to this Request for Proposals. A total of five evaluators from the Department of Environmental Resources, the Department of Public Works and the San Joaquin County Public Works reviewed and analyzed the RFP responses and Shaw Environmental, Inc., (Shaw) was chosen as the most qualified consultant based upon a review of the submitted proposals. Shaw also provided the lowest priced proposal. The RFP evaluation criteria encompassed the following four (4) criteria: Proponent's Response, Experience & Qualifications, Understanding of Work and Demonstration of How a Firm's Experience Will be Used.

After the letter of intent to award was issued by GSA Purchasing to Shaw, as both the most qualified and lowest priced proposer, Department staff examined the original scope of work further and determined that design, permitting and construction of the new cell may take up to two years. Given that Cell Number 4 is estimated to have remaining disposal capacity only through 2010, staff felt that expediting the project would be beneficial. If the soils removal portion of the project could begin before the actual construction of the new cell, the project could move forward much more quickly once design is completed. Consequently, Shaw was asked to identify the additional cost to separate out this portion of their proposal. Even given this additional cost (\$19,276), Shaw remained the lowest priced proposer.

Shaw Environmental is a wholly-owned subsidiary of The Shaw Group, Inc., which was formed in 1987 and has grown from a pipe fabrication company to a multi-billion dollar, multi-disciplinary corporation headquartered in Baton Rouge, Louisiana. Today, The Shaw Group is

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comprised of more than 24,000 people divided between more than 300 locations throughout the United States and neighboring countries.

Shaw's proposal was based on several assumptions that came from the design of Cell Number 4 in 2004, which was also done by Shaw (formerly Emcon/OWT). Contingency funds of up to 15% of the total project cost have been included herein should some of these assumptions not hold true today. The next phase of this project will be for the construction of this new cell. Staff will return to the Board in the near future with recommendations associated with the construction phase.

**POLICY ISSUE:**

The Board of Supervisors should determine if contracting with Shaw Environmental, Inc., for the design and construction management services for a base liner system at the Fink Road Landfill is consistent with the Board's priorities of a safe community, a healthy community, a well-planned infrastructure system and the efficient delivery of public services. This contract would assist the County in meeting State law by maintaining adequate waste disposal capacity for its communities.

**STAFFING IMPACT:**

There are no staffing impacts associated with this item.



GSA PURCHASING AGENT  
1010 Tenth Street, Suite 5400, Modesto, CA 95354  
PO Box 3229, Modesto, CA 95353-3229  
Phone: (209) 525-6319  
Fax: (209) 525-7787

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This Agreement For Professional Services is made and entered into by and between the County of Stanislaus ("County") and Shaw Environmental, Inc. ("Consultant"), on April 7, 2008 (the "Agreement").

**Introduction**

WHEREAS, the County has a need for services involving design and Construction Management Services for a Base Liner System at Fink Road Landfill; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit C** attached hereto. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A and **Exhibit B** attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Unless otherwise provided for in Exhibit A and Exhibit B, the Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

- 6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:
- 6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- 6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.
- 6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- 6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.
- 6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1

To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.



10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Department of Environmental Resources  
3800 Cornucopia Way, Suite C  
Modesto, CA 95358  
Attn: Susan M. Garcia, C.P.M.

To Consultant: Shaw Environmental, Inc.  
1326 North Market Boulevard  
Sacramento, CA 95834-1912  
Attn: Randy Wall, P.E.

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated

thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

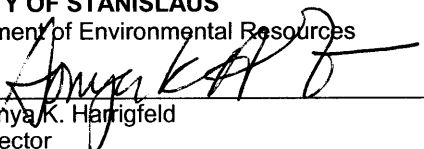

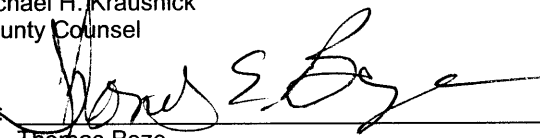
20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year, first herein above written.

<p><b>COUNTY OF STANISLAUS</b>  Department of Environmental Resources</p> <p>By:   Sonya K. Harrigfeld  Director</p> <p style="text-align: center;">"County"</p>	<p><b>SHAW ENVIRONMENTAL, INC.</b></p> <p>By:   Name: Gerhard E. Coche  Title: District Manager</p> <p style="text-align: center;">"Consultant"</p>
<p>APPROVED AS TO FORM:  Michael H. Krausnick  County Counsel</p> <p>By:   Thomas Boze  Deputy County Counsel</p>	

**EXHIBIT A**

**A. OVERVIEW**

The Consultant shall provide design and construction management services of a base liner system for the Fink Road landfill under this Agreement as set forth below.

**B. BACKGROUND**

The Fink Road Landfill site is located in western Stanislaus County, approximately 20 miles southwest of the City of Modesto. The site is 3.5 miles west of Crows Landing, near the intersection of Fink Road and Interstate 5 (Attachment A). The 219-acre site is owned and operated by Stanislaus County. The facility has been active since 1973 and operates under Waste Discharge Requirements No. R5-2004-0158, issued by the California Regional Water Quality Control Board, (CRWQCB), Central Valley Region.

The Fink Road Landfill Facility Consists of Five Waste Management Units:

- LF-1: A closed 18.3-Acre Class III Municipal Solid Waste Landfill;
- LF-2: An active 92.3-Acre Class III Municipal Solid Waste Landfill;
- LF-3: An active 38-Acre Class II Ash Monofill;
- SI-1: A 1.3-Acre Class II Surface Impoundment for storage of liquids from the leachate collection and removal system (LCRS) of LF-3; and
- SI-2: A 1.4-Acre Class II surface impoundment for storage of leachate from the (LCRS) of LF-2.

A Waste-to-Energy (WTE) cogeneration facility, operated by Covanta of Stanislaus, Incorporated, occupies a 16.5-acre area at the south west corner of the site. The WTE Facility operates under a different permit, and is therefore; not considered a part of the solid waste facility.

The base liner system is to be installed on the west slope of LF-2 Cell Nos. 3 and 4 and the slopes and base of Cell No. 5. The west slope of Cell No. 3 was not lined in the past due to drainage issues. Just prior to the design of Cell No. 3, a new drainage control system was constructed by County personnel to allow storm water that lowed from the undeveloped parcel of land just west of LF-3 to enter the west limits of Cell No. 3 and flow north to the existing sedimentation basin. When Cell No. 3 was designed, the County preferred to not disrupt this drainage pattern, and therefore, a small slope area was left unlined.

The west slope of Cell No.4 was not lined during its construction for two reasons. The first was to maintain the drainage that was established in Cell No. 3. The second reason was to not disturb the location of groundwater monitoring well MW-11. This groundwater well is located at the west toe of slope within the limits of Cell No. 4. This well monitors the groundwater flow beneath the unlined LF-1landfill area. It has traditionally been used to monitor the release of contaminants from the LF-1 area. At the time Cell No. 4 was constructed, the County preferred to leave this well in place to allow for further monitoring LF-1.

As currently planned, the construction of Cell No. 5 requires removal and relocation of groundwater wells MW-11 and MW-10. By relocating MW-10 and MW-11, the entire west slope of Cell Nos. 3-5 can be lined and all available airspace for these cells can be realized.

The locations for replacement wells shall depend on the groundwater flow direction and largely on input from the RWQCB.

The relocation of the groundwater monitoring wells along with the update of the base liner demonstration report will trigger a revision to the current WDRs. The Current WDRs for the site are contained in Order No. R5-2004-0158. These requirements will need to be revised to incorporate the approved liner system for Cell no. 5 base on t he updated base liner demonstration, and the relocation of the monitoring wells will create a need to revise the monitoring and reporting program within the WDRs.

**C. SCOPE OF SERVICES**

The Consultant shall design a base liner system for LF-2, Cell #5 Waste Management Unit, including its ancillary components and construction management services. The Consultant shall include all professional

engineering design services and related work necessary to conceptualize, design, and permit the construction of a base liner system for LF-2, Cell #5 Waste Management Unit, including its ancillary components, and to administer its construction. The Consultant's services shall include a two-phase approach to the cell construction. The first phase of work shall include the mass grading of the cell and the second phase shall include the liner installation. Land filling is currently occurring in LF-2, Cell No. 4.

**1. DESIGN SERVICES FOR LANDFILL BASE LINER SYSTEM:**

a. Review of Existing Project Information and Project Kickoff

The Consultant shall include, but not be limited to the following services:

- Engineering and designing services, plan development, permitting, soil testing, drawings, specifications, engineer's estimate and construction documents for the installation of a Base Liner System for Landfill LF-2, Cell #5. The work shall include securing of regulatory approval for the system including air quality management permits. Recommendations are to include layout of piping, pumps, and other necessary equipment to transport Leachate to SI-2.

The Preliminary Design shall be based on annual tonnage projections to be provided by the County, and incorporating the completed conceptual design, Consultant shall complete a detailed design of the proposed Base Liner System. The design shall maximize landfill airspace subject to restrictions requested by Waste Discharge Requirements No. R5-2004-0158, issued by the California Regional Water Quality Control Board, (CRWQCB), Central Valley Region. The design shall be of suitable detail to enable the full permitting of the project.

The design shall include basic information on the entire cell, including proposed phasing, and a permit level design of all work to be initially constructed. The cell should have an estimated life as required by the Waste Discharge Requirements No. R5-2004-0158, issued by the California Regional Water Quality Control Board, (CRWQCB), Central Valley Region.

Upon receipt of permits, revise and finalize design as necessary to incorporate permit conditions. Provide County with electronic copy of final plans, specifications and construction documents.

- Scheduling and Coordination of meetings including a project kickoff meeting to discuss the project goals with the County and to gain opinions and preferences associated with schedule and design features.
- Technical advice and consulting to the County in matters arising out of or during the performance of the Work.
- The Consultant shall identify all permits (i.e. water board, air board & waste board permits, etc) anticipated to be needed and clearly explain the proposed permitting sequencing strategy for obtaining permits (i.e., the proposed order in which permit applications shall be permitted).
- Obtain approval and permits of the final design documents from California Integrated Waste Management Board (CIWMB), CRWQCB, and Air Pollution Control District (APCD); Include updates to the sites Joint Technical Document as required by CIWMB and CRWQCB as described in Title 27 CCR.
- Prepare an estimated timeline to complete permitting, construction bidding and construction. Provide a finalized project schedule through completion of construction for approval by County.
- Prepare Construction Observation Plan and Health and Safety Plan for Base Liner System installation;
- Submit engineer's itemized Construction cost estimates (50%, 95% and final design), and provide written bid item measurement and payment recommendations to the County with 100% estimate.
- Review and obtain familiarity with the current County Bidding and Contracting requirements for Construction of Public Works of Improvement, and provide services and work consistent with such

Construction Terms and Conditions, so that work under the Construction Phase of the project will be carried out without undue hindrance or delay;

- Provide support during the County's bidding process to include attendance at the pre-bid conference, responding to questions from prospective bidders and preparation of technical responses for the County to issue addendums.

A Conceptual Design:

The Consultant's preliminary conceptual design approach (**Exhibit D**) uses grades and elevations developed during the design of previous base liners at the site. What is shown in the preliminary conceptual plan in Exhibit D is the currently approved base liner design for the Cell No. 4 construction. The Consultant manipulated the thickness of the gravel LCRS and operations layer to provide the most cost effective liner profile.

Consultant shall meet with the County Representative(s) to present the preliminary design, discuss alternatives to this plan and the likelihood of RWQCB approval, and to further conceptualize a potential layout. Based on the results of these discussions, the Consultant shall prepare a memorandum that summarizes the results of the meeting including the agreed-upon base liner profile that shall be pursued and the schedule that shall be followed. This memorandum shall be submitted to the County for review and comment. During this process, the Consultant shall initiate the preparation of the conceptual construction plans and base liner demonstration update.

The agreed-upon base liner profile (Conceptual Design) shall include sketch plans and details that identify the proposed layout of the cell and all major ancillary components of the project including, but not limited to:

1. Footprint of the lined area
2. Landfill liner system profile, including subsurface drains
3. Electrical connections and control panel for the LCRS
4. Connection of LCRS to existing LFG system

Deliverables:

- Summary of meeting notes

Meetings:

- The project Kickoff meeting (Meeting No. 1)

b. Preparation of Updated Base Liner Demonstration and a Base Liner Design Report

Consultant shall obtain available leachate monitoring data and groundwater elevation data that have been compiled since the last cell construction in 2004. This information shall be compared to the last base liner demonstration update prepared on 2004. Leachate constituent levels that have increased from the maximums previously identified shall be noted and the computer model V-LEACH shall be run to determine the impact to groundwater from these new highest recorded levels. The results of this modeling shall be summarized in a letter report to the County for transmittal to the RWQCB. Additionally, the groundwater contour maps prepared for the site since 2004 shall be reviewed to determine if the highest anticipated groundwater elevation previously used to determine the elevation of the leachate sump in Cell No. 4 is still valid. If the groundwater contour maps present rising groundwater, the sump elevation for Cell No. 5 shall be set to provide a 10-foot separation between groundwater and waste. The results of this review shall also be presented in the letter report to the County for review and subsequent submittal to the RWQCB.

Deliverables:

- Liner Performance demonstration
- Draft updated base liner demonstration results letter.
- Final updated base liner demonstration results letter

c. Preparation of Groundwater Well Relocation Plan

To relocate wells MW-10 AND MW-11, Consultant shall review the past groundwater analytical data, the groundwater flow direction and aquifer depth. The two wells that are within the footprint of the baseliner expansion shall be abandoned and replaced with two new wells. The replacement wells shall be located hydraulically downgradient from the expanded liner and the existing wells. A work plan justifying the location of the new wells shall be submitted to the RWQCB for their approval. This work plan shall provide the hydrogeologic basis for the replacement wells as well as a detailed description of the monitoring well construction procedures in accordance CCR Title 27 Section 20415(b) (4). The actual relocation of the wells is assumed to take place during the installation of the base liner and be carried out by the contractor selected to complete the project. Consultant has assumed that the current groundwater monitoring consultant to the County shall provide a geologist to log the well installation and other personnel to develop and sample the well. Consultant shall only gain regulatory approval and include the well installation work in the bid for the base liner installation project.

Deliverables:

- 5 copies of draft well relocation work plan.
- 5 copies of final well location work plan.

d. Preparation of 50 Percent Construction Plans, Specifications, and Cost Estimate

Consultant shall, upon receipt of the County's comments on the conceptual plans (Exhibit D), incorporate the comments into the plan and prepare the 50 percent plans for submittal to the County.

The specification for the project shall also be prepared to the 50 percent level under this task. The specifications shall be prepared utilizing Construction Specification Institute (CSI) format. This is a common format for specifications and has been used successfully on all of the base liner designs for the Fink Road Landfill. The specifications shall be submitted to the County and if necessary, be submitted to the RWQCB for review and comment.

Consultant shall include but not be limited to the following in the plans:

- Site plan and existing topography
- Grading plan for Cell No. 5
- Stockpile plan
- Sections
- Base and sideslope liner sections and details
- LCRS system plans and details
- Leachate management connections, terminations, or other alterations
- LFG connections and details
- Drainage control structures
- Electrical details

Finally, the 50 percent engineer's cost estimate shall also be submitted for review.

At time of the submittal of the 50 percent design plans, the County and Consultant shall meet to review in detail the information, design decisions made and Consultant's reasoning. (Meeting Number 2).

Deliverables:

- 5 sets of 50 percent construction plans.
- 5 sets of 50 percent specifications.
- 5 copies of cost estimate.

e. Preparation of 95% Construction Plans, Specifications and Cost Estimate

Consultant shall, upon receipt of the County's comments on the 50 percent plans, incorporate the comments into the plan and prepare the 95 percent plans for submittal to the County. The specifications shall be submitted for review and comment. Finally the 95 percent engineer's cost estimate shall also be

submitted for review.

Consultant shall include all of the final plans, specifications, and engineering calculations in a design report. The design report is the document that the RWQCB shall review to approve the construction of Cell No. 5. Shaw prepares a design report for each base liner design it prepares. Not only shall the plans and specifications be included in this document but also the CQA plan, engineering calculations, and slope stability analysis.

The third and final design review meeting (Meeting No.3) shall be held at the time the 95 percent construction documents are submitted. At this time, other information such as the base liner demonstration can also be discussed.

Deliverables:

1. 5 copies of Design Report.
  - 95 percent construction plans
  - 95 percent specifications
  - 95 percent slope stability analysis
  - 95 percent engineering calculations
  - 95 percent CQA plan
2. 5 copies of cost estimate.

f. Preparation of 100% Construction Plans, Specifications and Cost Estimate

Once Consultant receive the County comments on the 95 percent construction documents, Consultant shall prepare the 100 percent plans, specifications, design report, and cost estimate for submittal to the County.

This task also involves Consultant preparing final construction plans and technical specifications for competitive bidding of construction of the Cell 5 containment system. Consultant shall work with the County to review and integrate preferred "front-end" contract sections in the bid package.

Bid documents shall specify that construction shall be in accordance with applicable permits and regulations and shall be prepared in accordance with approved regulatory documents.

Deliverables:

1. 5 copies of Design Report.
  - 100 percent construction plans
  - 100 percent specifications
  - 100 percent slope stability analysis
  - 100 percent engineering calculations
  - 100 percent CQA manual
2. 5 copies of cost estimate.
3. 5 copies of the bid package.

g. Preparation of Construction Quality Assurance Plan (CQA)

Consultant shall prepare a CQA plan based on the specific design and technical specifications prepared by Consultant as outlined in Task 1, subtasks a-f. Consultant 's criteria to prepare the CQA plan shall include the following:

- Design parameters used to prepare the liner design
- Interface strength requirements from the slope stability analysis
- Proposed construction materials
- Title 27 CQA testing requirements
- State-of-the -practice testing methods and frequencies
- Regulatory requirements

The CQA plan shall address:

- A general work plan, lines of communication, and meetings
- Earthwork quality assurance for excavation engineered fill, drainage layer, operations layer, including testing program
- Geosynthetic quality assurance for geomembrane, geotextile, and GCL, including testing program
- Geoelectric liner leak survey to be performed by the contractor
- Piping and other construction materials quality assurance
- Documentation in the form of daily records, data sheets, photographs, progress reports, design changes and construction report

Consultant's plan shall stress the advantages of a CQA program by concentrating on activities that help prevent construction from being "off-spec" instead of testing after construction to find that construction does not meet specifications and must be reconstructed by examining every aspect of design and construction.

Consultant's draft CQA plan shall be submitted to the County with the 95 percent construction plans and specifications for review and comment. The CQA plan shall be finalized based on review comments received from the County and shall be signed and sealed by a California-registered civil engineer.

Deliverables:

1. 5 copies of draft CQA Plan
2. 5 copies of final CQA Plan

h. Engineering Studies Drainage Analysis

Consultant shall prepare a drainage analysis for the Cell No. 5 construction. The drainage analysis shall take into account the final refuse fill plan to provide the worst-case scenario for drainage flows. The Rational Method, based on the relatively small watersheds, shall be used assuming that more sophisticated routing analysis or floodplain analysis is not required. A 100-year return, 24-hour frequency storm event shall be used for all drainage calculations in accordance with Title 27 regulations for a Class III facility.

Deliverables:

1. 5 copies included in the 95 percent and 100 percent Design Reports.

Static and Seismic Slope Stability Analyses

**Static Stability Analyses.** Consultant shall perform static slope stability analyses on critical cross-sections to determine the minimum liner shear strengths required to achieve a minimum static factor of safety of 1.5. The slope stability analysis shall be performed using the computer program GSTABL7 (Version 2.0) developed by Gregory Geotechnical Software© (2001) with the user interface program STEDwin© (Version 3.56) developed by Annapolis Engineering Software. GSTABL7 is an improved version of the original STABL computer program developed at Purdue University. GSTABL7 performs two-dimensional limit equilibrium analysis using the method of slices to compute factors of safety against slope instability based on any of the following four analysis procedures:

- Modified bishop method for circular failure surfaces (this method satisfies only moment equilibrium)
- Simplified Janbu method for circular, random, or sliding block failure surfaces (this method satisfies only force equilibrium)
- Spencer method for circular, random, or sliding block failure surfaces (this method satisfies both force and moment equilibrium)
- Morgenstern-Price method for circular, random, or sliding block failure surfaces (this method also satisfies both force and moment equilibrium)

Because they satisfy both force and moment equilibrium, the factors of safety computed from the



Spencer and the Morgenstern-Price methods are more accurate than those obtained from the other two methods. Therefore, the slope stability analyses shall be performed using either the Spencer or Morgenstern-Price methods.

The slope stability of the geosynthetic-lined landfill is typically controlled by the shear strength of the liner system; i.e., sliding-block type failure surfaces through the liner system are typically more critical than failure through the landfill subgrade. Therefore, iterative analyses shall be performed to determine the minimum liner shear strengths required to achieve the minimum acceptable factors of safety. The shear strength requirement shall then be compared to determine that they can be achieved with available liner products. If the required shear strength is not achievable, the design shall be revised by including a toe buttress and/or by flattening the waste slopes. The liner shear strength requirements will be specified based on the results of the static and seismic slope stability analyses.

**Seismic Hazard Assessment.** Title 27 (Division 2, Section 21750) of the California Code of Regulations requires that Class III landfills be designed to withstand the MPE, defined as the maximum earthquake that is likely to occur during a 100-year interval. A site-specific seismic hazard analysis has not been performed for this landfill since 1998. Based on the relatively long time frame since a seismic hazard report has been completed, Consultant shall provide a new seismic hazard report for the Cell No. 5 design. Consultant shall subcontract this work through Dr. Norman Abrahamson, a well-regarded seismologist. The seismic hazard evaluation shall include identifying the active faults located within 100 kilometers of the site and determining the MPE for each fault. The associate peak ground acceleration shall be determined.

using the latest attenuation relationships. Dr. Abrahamson will also provide spectrum-compatible acceleration time histories (i.e., accelerograms) for each of the critical faults. These acceleration time histories will be used in the site-response analysis discussed subsequently in this proposal.

**Seismic Slope Stability Analyses.** Seismic slope stability analyses will be performed on the critical cross-sections used in the static slope stability analyses discussed above. The seismic slope stability analyses will include the following steps:

- Pseudo-static slope stability analyses using the GSTABL7 computer program to determine yield acceleration values.
- Site-response analyses using the SHAKE91 computer program to determine the average acceleration time history within the critical slope failure masses.
- Seismic displacement analyses using the DISPLMT computer program to estimate the seismically-induced permanent displacement values

If the estimated permanent displacement values exceed the generally accepted limit of 6 to 12 inches, Consultant shall revise the design by incorporating either a toe berm or by flattening the slopes.

Deliverables:

- 5 copies included in the 95 percent and 100 percent Design Reports.

**Leachate Collection and Removal System Design (LCRS)**

The LCRS for the cell shall be designed to convey twice the peak estimated leachate generation consistent with Title 27 requirements. Consultant has developed a standard procedure for this design which includes performing an analysis of leachate generations potential based on the Hydrologic Evaluation and Liner Performance (HELP) software and utilizing the results from this analysis to size the collection pipe diameter, perforation sizing, and pipe spacing. The LCRS design shall be completed to meet regulatory review and approval.

The Consultant designed the LCRS design completed for LF-2, Cell Nos. 3 and 4. Consultant's approach used for these cells shall be used for Cell No. 5 as well, if approved by the RWQCB. Utilization of existing approved design procedures shall keep the cost of the overall design effort to a minimum.

**Deliverables:**

- 5 copies included in the 95 percent and 100 percent Design Reports

**Miscellaneous Calculations**

Other calculations may be necessary to justify the specific base liner profile proposed, such as anchor trench designs, geocomposite transmissivity calculations, etc. These additional items shall be completed under this task. Consultant shall provide calculations to gain approval of the base liner system pursued.

Consultant's labor level of effort estimate assumes that no exploratory field investigations or other special studies or rigorous analyses beyond what has been described above will be necessary to complete the cell design. If such an investigation is required, Consultant shall discuss the scope and potential costs with the County and the County shall review and determine if approval will be granted for the additional work. Approval of additional work shall be accomplished by means of an Amendment to this Agreement as outlined in Section 17 – "Amendment" of this Agreement.

Deliverables:

- 5 copies included in the 95 percent and 100 percent Design Reports.

i. Preparation of Liner Installation Health and Safety Plan

Consultant shall prepare a health and safety plan for liner installation. This health and safety plan shall be provided to the contractor for use by the contractor in preparing its health and safety plan. The health and safety plan is a site-specific plan that establishes policies and procedures to protect personnel from the potential hazards posed by construction activities for LF-2, Cell No. 5. The health and safety plan shall describe measures designed to minimize the potential for accidents, physical injuries, and exposure to contaminants that may occur during on-site activities and during adverse conditions. It also provides contingencies for emergency situations. The health and safety plan shall address the requirements for the following:

- 29 Code of Federal Regulations (CFR) Part 1910.120
- Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (National Institute for Occupational Safety and Health [NIOSH], Occupational Safety and Health Administration [OSHA], United States Coast Guard [USCG], US Environmental Protection Agency [EPA], 1985)
- Cal-OSHA Standards, Title 8, California Code of Regulations (CCR) Subchapter 4 "Construction Safety Orders," and Subchapter 7 "General Industry Safety Orders." This includes the "Hazardous Waste Operations and Emergency Response" regulation (8 CCR 5192).
- Standard Operating Safety Guides (EPA, 1988)
- Health and Safety Section of A Compilation of Landfill Gas Field Practices and Procedures (March 1992), as prepared by the Solid Waste Association of North America (SWANA) Landfill Gas Division.

To help maintain site safety, all contractor employees engaged in work at the site must read, be familiar with, and comply with the health and safety plan. All observers present during work activities must also comply with all safety requirements of the health and safety plan.

Consultant shall include the health and safety plan as an appendix to the construction documents.

Deliverables:

- 5 copies of draft health and safety plan.
- 5 copies of final health and safety plan.

j. Preparation of Dust Control Plan

The San Joaquin Valley Air Pollution Control District (SJVAPCD) requires a dust control plan to be

prepared for non-residential construction projects involving over five acres of disturbed surface area or moving, depositing, or relocating more than 2,500 cubic yards per day. The dust control plan must be prepared by an individual who has gone through the dust control training provided by the SJVAPCD. The dust control plan must be submitted at least 30 days before the start of construction and approved by the SJVAPCD before the start of construction. The SJVAPCD must be notified within 10 days of the start of construction.

The following information shall be included in the dust control plan:

- Project name and location
- Contacts
- Contractor name
- Party responsible for implementing the dust control plan
- Description of the project's operations
- Plot plan
- Area of disturbed surface
- Dust generating activity dates
- Sources of fugitive dust
- Bulk materials to be handled
- Dust control methods
- Recordkeeping

The contractor will need to provide the County and Consultant input (e.g. capacity of water truck) for the dust control plan. The dust control plan shall be an appendix to the construction documents.

Deliverables:

- 5 copies of draft dust control plan
- 5 copies of final dust control plan

k. Bid Support

During the bidding process, Consultant shall respond to Requests for Information (RFIs) and attend a pre-bid site meeting to go over the project with prospective contractors. Consultant shall also assist the County with issuing addenda and in the bid review process, as requested.

**2. CONSTRUCTION MANAGEMENT SERVICES FOR LANDFILL BASE LINER SYSTEM:**

This phase of the project includes pre-construction work that is subject to payment of prevailing wage pursuant to Labor Code section 1720A. Senate Bill 1999 amended section 1720 to provide that "For purposes of this subdivision, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to inspection and land surveying work."

Prevailing Wage Pursuant to Labor Code Section 1771, the work under this project is subject to the provision of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and shall be part of the Agreement. The Consultant awarded the Agreement shall post a copy of these prevailing wage rates on the job site.

The services Consultant shall provide include but not are limited to the following:

- a. Construction Inspection, Quality Assurance Services and Record Drawings for Base Liner System for LF-2, Cell #5.

This phase of the work shall include construction quality assurance services during Base Liner System Construction for Landfill LF-2 Cell #5. The construction observation services shall include the implementation of the Construction Quality Assurance Services Plan. The Consultant shall perform each phase of the quality assurance.

- b. Constructions Meetings: Attend pre-construction meetings with the County and contractor. The objective

of the meeting will be to outline construction requirements, review the schedule, establish a working/reporting relationship between the parties, and review health and safety considerations.

Attend weekly construction progress meetings with the County Engineer and construction contractor.

- c. Review and approve Base Liner contractor's technical submittals, including material product and performance data, and manufacturer's installation instructions.
- d. Observe and verify that construction materials and procedures are as per the contract documents.
- e. Observe and document construction of all Base Liner system components.
- f. Observe and document installation of the perimeter migration probes, as applicable.
- g. Assist the County with review of field changes initiated by the County and/or construction contractor, but not limited to request for information, change order, substitutions, and inspection of the work.
- h. Review contractor's monthly progress reports to ensure consistency with activities observed in the field and review and approve contractor's invoices and progress payments.
- i. Maintain a site record, which includes field inspection logs, records of telephone conversations and site meetings, field-testing and results, photographs and photographic logs.
- j. Conduct pre-final and final inspections of the installed Base Liner System. A punch list which details observed deficiencies will be provided to the contractor.
- k. Review as-built plans, surveys, and record specifications submitted by the construction contractor to verify consistency with field observations, and contract documents. Submit final record drawing as the engineer of record.
- l. Provide the County with a construction documentation report, which will also include a statement of completion.
- m. Prevailing wage for work subject to prevailing wage payment pursuant to Labor Code section 1720A.

## **2.1 FIELD CONSTRUCTION QUALITY ASSURANCE (CQA)**

Consultant's services shall also include the following during construction of the expansion and closure :

- Construction meetings:

Consultant's CQA Officer and CQA Monitor shall meet with the County and its selected contractor in a pre-construction meeting to review the CQA requirements and construction drawings and specifications. This review will familiarize project team members with the project, identify any potential problem areas that might require contract change orders, and provide the basis for implementing the CQA program.

The Consultant's CQA Officer shall attend weekly meetings with the contractor, the County's representative, the construction manager, and others. These meetings shall focus on reviewing construction progress and discussing issues of the previous week, scheduled activities for future weeks, and conformance with the overall project schedule.

- CQA observations for earthwork, geosynthetics, and drainage facilities shall be in accordance with the CQA manual and specifications. Consultant's CQA Monitor shall perform the following activities for soil program components of the liner and LCRS system:

- Observe general construction activities
- Monitor soil processing, moisture conditioning, and compaction. Obtain samples for laboratory testing
- Test the in-place density and moisture content
- Monitor soil gradation
- Document CQA activities
- Observe that the materials are placed to design lines and grades

- Review as-built surveys

In addition to laboratory testing, Consultant's CQA Monitor shall test for in situ moisture and dry density using a nuclear gauge according to the requirements approved in the CQA manual and specifications.

For CQA Observations for Geosynthetics: Consultant's CQA Monitor shall examine geosynthetic materials for defects or deficiencies and required properties, and shall observe installation activities. Consultant shall also perform the required geosynthetic material conformance testing in accordance with the CQA Manual.

Activities for geosynthetic installation shall include:

- Observe material delivery and unloading
  - Field-verify material thickness and examine for surface defects
  - Sample for quality control tests
  - Qualify welding equipment using daily trial welds, where applicable
  - Observe material placement and seaming
  - Observe nondestructive testing of seams
  - Sample geomembrane for destructive tests and observe field tests
  - Note repairs and observe repair operations
  - Document all construction and CQA activities
- Daily reports: Consultant's CQA Monitor shall prepare Daily Reports and shall outline monitoring activities. The estimated amount of materials placed, number of tests performed, and test results shall be provided in the report. Problems or concerns regarding operations on-site shall also be noted in the report. The report shall be completed before the Consultant's CQA Monitor leaves at the end of each workday.
  - Laboratory Testing and Test Summaries:

Consultant shall summarize in computerized spreadsheets, field and laboratory test data. The test results shall be entered into the computer for presentation in the construction certification report.

In summary, the Consultant's CQA team shall provide the following services:

1. Attend pre-construction and weekly construction meetings to review objectives, plans, design questions, and schedule
2. Review and approve contractor submittals
3. Verify construction procedures are carried out in conformance with the plans and specifications
4. Inspect earthwork installation and geosynthetic components of the design and test them for conformance

Deliverables:

- Daily reports, testing data, inspection and testing forms, photographic log, and other pertinent data. (This information will be generally submitted with the Certification Report but is available for County inspection at any time.)
- Return of reviewed product submittals stating approval, more information required or rejected.

## **2.2 CONSTRUCTION CERTIFICATION REPORT**

Consultant shall prepare the required construction certification report for the landfill liner and LCRS construction. The draft certification report shall be prepared and submitted to the County within three weeks of the completion of the liner system construction. The final construction certification report shall be submitted within two weeks after receiving County comments. Electronic copies of all draft and final documents shall be submitted to the County.

The report shall include the following:

- Tables and Illustrations
- Introduction
- Project Overview
- Soil Components
- Geosynthetic Components
- Other Landfill Components
- Design and CQA modifications (if any)
- Conclusions, including a certification statement
- References
- Appendices – Conformance test results; certificate of acceptances; manufacturing information; summaries of geosynthetic received, placed, seamed, and repaired; and record drawings

The report will be issued as a final draft for County review and approval prior to seal issued to the regulatory agencies.

Deliverables:

- Draft Construction Certification Report (five copies and one electronic).
- Wet signed Final Construction Certification (six bound photocopies and one electronic copy).

3. **CALIFORNIA ENVIRONMENTAL QUALITY ACT REVIEW (OPTIONAL)**

Should the County be required to have a California Environmental Quality Act Review (CEQA) performed for soil stockpiling, the Consultant shall at the request of the County perform an environmental review of soil stockpiling consistent with CEQA requirements.

Tasks required to satisfy the requirements of CEQA are described below:

**Project Description.** Consultant shall describe the project in terms appropriate for a mitigated negative declaration. The project description shall include all elements required by CEQA Guidelines Section 15124. It shall include a site location map, a site plan, a description of proposed infrastructure and public facilities, the types and quantities of proposed waste management activities, and sufficient information, as required by CEQA Guidelines Section 15124, to address the areas of potential environmental impact of concern.

Consultant shall prepare a draft project description for review by the County. Following review and comment by the County, Consultant shall prepare the final project description on which the initial study shall be based. Changes in the project description made after initiation of the impact analysis will require additional work not included in this scope of work.

**Initial Study and Notice of Preparation.** As part of this optional task Consultant shall prepare an Initial Study for the proposed project. The Initial Study shall analyze the potential impacts of the project and make a preliminary determination of their significance and define the focus of the mitigated negative declaration. CEQA authorizes the County to focus the discussion on the potentially significant effects identified in the Initial Study for the project. Consultant shall use the findings of the Initial Study to eliminate the need to discuss those potential impacts that have been identified as less-than-significant.

Consultant shall prepare a draft Initial Study, using the County's preferred format. The Initial Study shall consist of the Project Description, a written description of the environmental setting of the project site and existing conditions, the Initial Study Checklist, and a written analysis of each of the issue areas on the checklist.

The Initial Study shall analyze the potential impacts of the project and make a preliminary determination of their significance. Potential impacts shall be identified for the following resource areas:

- Air quality
- Geology, Geologic Hazards, and Soils
- Hydrology and Water Quality

- Land Use
- Noise

Following receipt of the County's comments on the draft Initial Study, Consultant shall prepare a public review draft Initial Study, incorporating changes in response to the County's comments. Consultant shall also prepare a Notice of Preparation and Notice of Completion for review by the County.

**Mitigated Negative Declaration.** Following completion of the Initial Study, Consultant shall prepare the Mitigated Negative Declaration and Monitoring Plan for the mitigation measures identified in the Mitigated Negative Declaration. A draft Mitigated Negative Declaration and Monitoring Plan shall be submitted to the County for review and comment. The Mitigated Negative Declaration and Monitoring Plan shall be finalized based on the County's comments. Following completion of the Mitigated Negative Declaration and Monitoring Plan, the County shall approve the Mitigated Negative Declaration and Monitoring Plan.

Deliverables

- 5 copies of draft Initial study
- 5 copies of final Initial study
- 5 copies of draft Mitigated Negative Declaration
- 5 copies of final Mitigated Negative Declaration

**4. DEVELOP PLANS, SPECIFICATIONS AND BIDDING DOCUMENTS AND CONSTRUCTION SUPPORT FOR THE EXCAVATION OF LF-2 CELL 5**

Consultant shall produce excavation plans, specifications and engineers estimate to perform the cell construction in a two-phased approach. The cell excavation work shall be performed under a separate construction contract from the geosynthetic installation. The first phase of work shall include the mass grading of the cell and the second phase shall include the liner installation. The scope of work provided below addresses the phase 1 component, mass excavation bidding and construction.

The services Consultant shall provide include but not are limited to the following:

**4.1 Preparation of 50 Percent Excavation Construction Plans, Specifications, and Cost Estimate**

The County shall provide comments to the Consultant on the conceptual plans included in **Exhibit D** attached hereto and made a part of this Agreement. The Consultant shall incorporate the County comments into the conceptual plans and the 50 percent plans that address the grading of the cell shall be prepared for submittal to the County.

The specifications for the excavation portion of the project shall be prepared to the 50 percent level under this task. The specifications shall be prepared utilizing Construction Specification Institute (CSI) format. The specifications shall be submitted for review and comment.

Consultant shall include the following in the plans:

- Site plan and existing topography
- Grading plan for Cell No. 5
- Stockpile plan
- Sections
- Drainage control structures

Finally, the 50 percent engineer's cost estimate shall be submitted to the County for review.

County and Consultant shall meet at time of the submittal of the 50 percent excavation design plans to review the information in detail. This meeting shall assist the County in the review

process and help educate the County on design decisions made and the reasoning behind the design decisions (Meeting No. 2).

*Deliverables:*

1. 2 sets of 50 percent construction plans.
2. 2 sets of 50 percent specifications.
3. 2 copies of cost estimate.

#### 4.2 Preparation of 95 Percent Excavation Construction Plans, Specifications and Cost Estimate

The County shall provide Consultant comments on the 50 percent plans. The comments shall be incorporated and the 95 percent plans shall be prepared for submittal to the County. The specifications for the project shall be prepared to the 95 percent level under this task. The specifications shall be submitted for review and comment. Finally, the 95 percent engineer's cost estimate shall be submitted for review.

The third and final design review meeting (Meeting No. 3) shall be held at the time the 95 percent construction documents are submitted.

*Deliverables:*

- 95 percent construction plans
- 95 percent specifications
- 95 percent engineering calculations
- 5 copies of cost estimate

#### 4.3 Preparation of 100 Percent Excavation Construction Plans, Specifications and Cost Estimate

The County shall provide consultant comments on the 95 percent construction document. The comments shall be incorporated and the 100 percent excavation plans, specifications and cost estimate shall be prepared for submittal to the County.

This task also involves preparing final construction plans and technical specifications for competitive bidding for the excavation of the Cell 5 containment system. Consultant shall work with the County to review and integrate preferred "front-end" contract sections in the bid package.

Bid documents shall specify that construction shall be in accordance with applicable permits and regulations and shall be prepared in accordance with approved regulatory documents.

*Deliverables:*

- 100 percent construction plans
- 100 percent specifications
- 100 percent engineering calculations
- 5 copies of cost estimate.
- 5 copies of the bid package.

#### 4.4 Bid Support

During the bidding process, Consultant shall respond to Requests for Information (RFIs) and attend a pre-bid site meeting to go over the project with prospective contractors. Consultant shall assist the County with issuing addenda and in the bid review process, as requested.

#### 4.5 Field Construction Quality Assurance during Excavation

Consultant shall attend monthly construction meetings, if needed, and during these meetings collect soil samples for testing to ensure the selectively stockpiled soil to be used for the



subgrade preparation layer and the side slope operations layer, are of the correct material properties to meet specification requirements.

Deliverables

- 5 copies of design report, excavation plans, specifications
- 5 copies of engineers estimate
- 5 copies of bid package

**D. DESCRIPTION OF TASKS/PRODUCTS**

1. Engineering Data

The Consultant shall prepare the deliverables listed below for all final design tasks.

2. Plans

Consultant shall prepare Plans to an appropriate engineering scale with standard units unless otherwise directed, showing information needed to bid and construct the project, signed by a licensed engineer, and approved and signed by all appropriate local jurisdictions. Prepare in AutoCad 14 or 2000 format using Autodesk's.

3. Cost Estimates.

Consultant shall prepare project cost estimates for each task, which shall be submitted with each design submittal. Estimates shall use as a basis, wherever possible, historic and current cost data from County construction projects. Escalation factors shall be used to adjust cost data. Estimates shall be prepared using quantities extended by unit prices to the greatest extent possible. Lump sum bid items shall only be used where appropriate. Contractor fees for permits, inspection, utility services and other known items of work shall be included in the cost estimate as allowances.

An independent review of the project estimate unit rates and quantities shall be provided by a different individual to verify the accuracy and completeness of the estimate and to ensure that all items of work are included. The consultant's ability to accurately estimate project construction costs relative to actual contractors' bids shall be a key factor in the County's evaluation of Consultant's overall performance.

4. Calculations. County may request calculations for specific items of work at each design submittal phase of the project. This shall include alignment calculations, structural calculations, drainage calculations and any other necessary calculations. Upon completion of work, a copy of all design calculations shall be submitted to County for approval. Design calculations shall be submitted in a comb-bound notebook(s), in a neat condition and logical sequence.

5. Specifications.

To the greatest extent possible to minimize writing of redundant specifications, Standard Specifications for installation of a landfill Base Liner System shall be utilized, as may be established with Title 27 CCR, as to what is needed, and with the RWQCB, as to their site-specific requirements, prior to any submittal to the county for review. Technical Specifications shall be developed in format and content acceptable to the County.

The technical specifications shall be complete and ready for construction, including all specification to: support the plans, identify material, indicate inspection and testing requirements, and ensure a quality product. The specifications shall be developed in MS Word 2000 format.

The draft specifications shall, as a minimum, be an outline of the specifications indicating format,

numbering and section and subsection titles. A final camera-ready document shall be submitted following County's final acceptance of the specifications.

6. Submittals

County requires submittals in accordance with the approved schedule for each task. County shall review all submittals. At least one set of documents shall be returned to the Consultant marked with comments and required changes and corrections. County may require re-submittal of any required submittal or portion thereof. The Consultant shall allow at least 15 working days for County submittal review, and 15 working days shall be allowed for the final submittal from receipt of the 95 percent or final review comments.

Submittals shall be submitted in accordance with the specific requirements listed below.

6.1 Plans

Five sets of plans shall be submitted for review at the 50 percent, 95 percent, and final completion level. The content, format and level of completion for each submittal shall be as specified in the County Standards or as approved by the County Project Manager.

Plans shall reference the following documents as applicable: County Standard Plans

6.2 Engineer's Estimate

Five copies of the Engineer's Estimate shall be submitted to County for each stage of review for review and comment.

6.3.1 Geotechnical Report

The Geotechnical Report shall be submitted with the 50 percent design submittal.

6.3.2 Final Design

Final design submittals shall include the products and numbers of copies as indicated below

6.4.1 50 Percent Submittal.

Five sets of plans shall be submitted to County for review at the 50 percent completion level. The content, format and level of completion for this submittal shall be as specified in the County Standards or as approved by the County Project Manager.

Five copies of the project cost estimate.

6.4.2 95 Percent Submittal.

Five sets of plans shall be submitted to County for review at the 95 percent completion level. The content, format and level of completion for this submittal shall be as specified in the County Standards or as approved by the County Project Manager.

Five copies of the project cost estimate.

Five copies of the draft technical specifications.

6.4.3 Final Submittal.

Five sets each of the final plans, technical specifications, cost estimate, and design calculations shall be submitted for approval. Upon approval, the Consultant shall submit all original mylars of design plans, ACAD files in electronic format and specifications in MS Word format in accordance with County's Standards, five copies of the final cost estimate, one set of camera-ready specifications, and three copies of design calculations.

**E. PROJECT MANAGER**

The Consultant shall designate a Project Manager responsible for the overall and daily management of the design effort. The Project Manager shall be a registered civil engineer in the State of California. The Project Manager shall be dedicated to the overall contract management, including development of work orders, schedules, budgets, staffing, billing, and coordination of sub-consultants. The Project Manager may also be expected to make presentations concerning the project designs, schedules, and budgets to the County and other parties, both public and private.

Consultant agrees that so long as the Project Manager is an active employee of the Consultant, he/she shall be Project Manager for all work agreed to under this Agreement. If the Project Manager is removed by the Consultant while still an active employee of the Consultant without County's approval, the County shall assess as damages a penalty of \$10,000. The penalty assessed by County may be deducted from current billing due to the Consultant. However, notwithstanding the foregoing, the Project Manager is an at-will employee of the Consultant, and nothing in this paragraph shall cause or require the Consultant to be penalized in the event of termination of said at-will employment relationship. Consultant shall be allowed to substitute the Project Manager without penalty, subject to County's written approval and with the understanding that there will be a training period provided at no additional expense to County, upon a 30-day written notice to County. County reserves the right to interview any replacement for the Project Manager and to approve or reject that individual.

Any individual above the Project Manager or not in the actual and direct performance of engineering work shall be considered in the overhead markup and shall not invoice their time against County projects.

The Consultant project manager will be required to attend one monthly meeting to discuss the current status of the overall contract with the Department's designee.

County reserves the right to have the Consultant remove and replace the Project Manager or any consultant or sub-consultant staff from the project for cause.

**F. PROJECT WORK EFFORT**

The Consultant shall perform services and provide staff adequate to meet the anticipated workload for the project.

**G. EXPERTISE**

The Consultant shall provide staff and expertise to perform the Scope of Work in this Agreement, including use of their own staff or designated sub-consultants who have expertise in specialty areas such as base liner system design. The County reserves the right to approve the use of sub-consultant firms proposed for specialty work.

The Consultant may provide staff with varying levels of expertise, however, work performed by subordinate staff members shall only be done under the direction of the designated responsible engineers and with those staff member who have the expertise in the required technical areas.

**H. PROJECT COORDINATION**

The Consultant shall coordinate and cooperate with County, local cities and agencies, and public and franchise utility companies.

The Consultant shall notify the County Project Manager immediately of any problems having an impact on either the project schedule or budget.

**I. REDESIGN WORK**

The Consultant shall be obligated to perform all required redesign work to correct any negligent design errors or omissions discovered during bidding or construction that are directly attributable to the Consultant at its own expense. Correction of design errors and omissions directly attributable to the Consultant shall be performed in a timely manner.

**J. INVOICING**

The following are guidelines regarding invoicing procedures:

Invoicing for personnel above the rate of Project Manager is not permitted and is considered an overhead cost to the Consultant, unless expressly requested by County.

Overhead staff (i.e., clerical staff) is non-billable, unless a project requires a large amount of clerical time. Where clerical billing is requested, Proposer shall provide in the proposal detailed justification (e.g. scope of work) and budget estimate.

Accounting time associated with preparing Invoices, Work in Progress (WIP) and Accounts Receivable (AR) reports, and other necessary tasks, is non-billable.

Administrative assistance will be non-billable unless a project requires a large amount of administrative time. Where administrative assistance is requested, Proposer shall provide in the proposal detailed justification (e.g. scope of work) and budget estimate.

If any personnel working on this contract are promoted, their billing rate will remain the same as indicated on the approved schedule of rates submitted with the initial contract or addendum thereafter.

The Consultant shall bill all active work orders on a monthly basis and shall provide a billing summary sheet of all work orders as an attachment. Each work order invoice shall include a brief description of the work completed to support the amount being invoiced.

**K. COMPENSATION**

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant shall be compensated for services rendered and accepted under this Agreement, not work in process and shall be paid monthly, in arrears, on a time and material basis, not to exceed the amounts for each task, and based upon the rates set forth in Exhibit B attached hereto and made a part of this Agreement. In addition to the aforementioned fees, Consultant shall be reimbursed for the following items, that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Consultant shall not charge additional fees to the actual cost:
  - (a) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
  - (b) Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference.
  - (c) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.

Fees plus reimbursable expenses shall not exceed the amounts set forth in Exhibit B. Payments shall be based upon work documents submitted by the Consultant to the County and accepted by the County as being satisfactory to County's need, not work in process.

Reimbursable expenses shall be at actual cost. No administration fees or mark is allowed. Copies of the original invoices identifying the actual expenses must accompany the Consultant's invoice to the County.

2. Consultant shall submit a detailed invoice upon completion of each task. The invoice is to include but not be limited to the following information: hours worked by Consultant's Staff or Expert, the title of the Staff, billable rate, task, staff and reimbursable items.

**L. LIMIT OF EXPENDITURE**

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$219,698.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

**M. PAYMENT AND INVOICING**

1. The terms of payment are Net 30 days after approval of the invoice.
2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: hours worked by Consultant's Staff, the title of the Staff, billable rate and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services.

The remit to address is:

Stanislaus County  
Department of Environmental Resources  
P.O. Box 86  
Crows Landing, CA 95313  
Attention: Accounts Payables

**N. CONTRACT PERIOD**

The period of this Agreement is from March 21, 2008 through December 31, 2009.

**O. AGREEMENT EXTENSION**

If mutually agreeable to both parties, the Agreement may be extended. However, in no case shall the renewal extend beyond January 31, 2010. The extension shall be in written form as an addendum to this Agreement.

**P. TERMINATION FOR CONVENIENCE**

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Consultant. Consultant agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Consultant the amount due for work properly performed as of the date of termination, less any sums previously paid.

**Q. SAFETY REQUIREMENTS**

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

**R. REPRESENTATIVES**

Start-up service shall be coordinated with the County's Ron Grider (209) 837- 4816 representative. The Consultant's representative is Randy Wall (916) 565-4320.

**S. WORK SCHEDULE**

Consultant is obligated to perform, in a timely manner, the services and work provided for under this Agreement. It is understood by Consultant that the performance of these services and work shall require the Consultant to perform the services and work in conformance with a work schedule agreed to by the parties in Exhibit C attached hereto and made a part of this Agreement.

**EXHIBIT B  
RATE SCHEDULE**

**HOURLY BILLABLE RATES**

The Consultant shall be compensated on a time and material per task basis. The hourly rates, and the not to exceed amounts for each task as set forth below.

<u>Title</u>	<u>Hourly Billable</u>
Peer Review	\$195.00
Project Manager	\$195.00
Reg. Assistant	\$175.00
LFG Support	\$165.00
Geotechnical Engineer	\$195.00
Hydrologist	\$150.00
Staff Engineer	\$108.00
Air Quality I	\$165.00
Air Quality II	\$150.00
Health & Safety Specialist	\$130.00
CEQA	\$150.00
CQA Monitor	\$ 70.00
CQA Overtime	\$105.00
CAD	\$ 78.00
Word Processing	\$ 78.00
Clerical Staff	\$ 65.00

**Project Costs**

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed. The Consultant shall be compensated based on the hourly rates set forth above to perform the work associated with each task, not to exceed the amounts listed below. Maximum Total Task Price includes fees and reimbursable expenses.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE NOT TO EXCEED</b>
<b>1</b>	<b>Design Services for Base Liner System</b>	
1.a	Review of Existing Project Information and Project Kickoff	\$ 2,470.00
1.b	Preparation of Updated Base Liner Demonstration	\$ 7,320.00
1.c	Preparation of groundwater Well Relocation Plan	\$ 4,751.00
1.d	Preparation of 50 Percent Construction Plans, Specifications, and Cost Estimate	\$ 10,575.00
1.e	Preparation of 95 Percent Construction Plans, Specifications, and Cost Estimate	\$ 10,817.00
1.f	Preparation of 100 Percent Construction Plans, Specifications and Cost Estimate	\$ 9,597.00
1.g	Preparation of Construction Quality Assurance Plan (CQA)	\$ 4,744.00
1.h	Engineering Studies	\$ 18,674.00
1.i	Preparation of Liner Installation Health and Safety Plan	\$ 4,231.00
1.j	Preparation of Dust Control Plan	\$ 2,280.00
1.k	Bid Support	\$ 9,000.00
	<b>Subtotal Task 1</b>	<b>\$ 84,459.00</b>
<b>2</b>	<b>Construction Management Services of Base Liner System</b>	
2.1	Field Construction Quality Assurance	\$103,010.00
2.2	Preparation of Construction Certification Report	\$ 6,604.00
	<b>Subtotal Task 2</b>	<b>\$109,614.00</b>
<b>3</b>	<b>California Environmental Quality Act Review (Optional)</b>	<b>\$ 6,349.00</b>
	<b>*NOTE: As this is an optional task, monies from this task can be redirected to work associated with project that is not yet identified but is authorized by the County representative.</b>	

TASK	DESCRIPTION	TOTAL PRICE NOT TO EXCEED
<b>4</b>	<b>Bidding Documents and Construction Support for LF-2 Cell 5 Excavation</b>	
4.1	Preparation of 50 Percent Excavation Construction Plans, Specifications, and Cost Estimate	\$ 3,945.00
4.2	Preparation of 50 Percent Excavation Construction Plans, Specifications, and Cost Estimate	\$ 5,955.00
4.3	Preparation of 50 Percent Excavation Construction Plans, Specifications, and Cost Estimate	\$ 4,335.00
4.4	Bid Support	\$ 2,358.00
4.5	CQA	\$ 2,685.00
	<b>Subtotal</b>	<b>\$ 19,278.00</b>
	<b>MAXIMUM TOTAL PROJECT PRICE</b>	<b>\$219,698.00</b>

Prevailing Wage Pursuant to Labor Code Section 1771, the work under this project is subject to the provision of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and shall be part of the Agreement. The Consultant awarded the Agreement shall post a copy of these prevailing wage rates on the job site.



EXHIBIT C

PROJECT TIMELINE

The following is a time line detailing the task duration.

<b>Project Task Description</b>	<b>Task Duration</b>
<b>Project Kickoff</b>	<b>1 Day</b>
<b>Preparation of Base Liner Demonstration</b>	<b>120 Days</b>
Review of Existing Project Information	30 Days
County Review	15 Days
Finalize Base Liner Demonstration	15 Days
Submit to RWQCB	60 Days
<b>Preparation of groundwater Well Relocation Plan</b>	<b>115 Days</b>
Review of Existing Project Information	30 Days
County Review	15 Days
Finalize Base Liner Demonstration	10 Days
Submit to RWQCB	60 Days
<b>Construction Documents</b>	<b>345 Days</b>
50% Preparation	30 Days
Engineering Studies	45 Days
County Review	15 Days
CQA Plan	5 Days
Liner H & S Plan	5 Days
Dust Control Plan	5 Days
95% Preparation	15 Days
County Review	15 Days
100% Preparation	15 Days
Revise WDRs	90 Days
WDR Public Comment	45 Days
Board Approval	60 Days
<b>Construction Bidding</b>	<b>90 Days</b>
<b>Bid Support</b>	<b>90 Days</b>
<b>Begin Construction</b>	<b>130 Days</b>
Excavation	50 Days
Liner Installation CQA	30 Days
LCS and Ops Layer CQA	10 Days
Certification Report	15 Days
County Review	15 Days
Submit Cert. Report to RW	10 Days
<b>CEQA Review (Optional)</b>	<b>210 Days</b>
Prepare Neg. Dec. for Soil	90 Days
County Review	15 Days
Finalize Neg. Dec.	15 Days
Submit to Lead Agency	90 Days



DEPARTMENT OF ENVIRONMENTAL RESOURCES  
 3800 Cornucopia Way, Suite C, Modesto, CA 95358  
 Phone: (209) 525-6700  
 Fax: (209) 525-6773

**AMENDMENT NO. 1**  
**TO**  
**PROFESSIONAL SERVICE AGREEMENT**  
**SHAW ENVIRONMENTAL INC.**

This Amendment No. 1 to the Agreement for Professional Service ("Amendment No. 1") by and between the COUNTY OF STANISLAUS ("County") and SHAW ENVIRONMENTAL INC., ("Consultant") is made and entered into on December 15, 2009.

Whereas, the County and Contractor entered into an Agreement for Professional Service dated April 7, 2008 ("the Agreement"); and

Whereas, Paragraph 3.1 says the contract terminates on the completion of the agreed upon services; and

Whereas, all of the work required to be performed by the Consultant, under the Scope of Work Exhibit A – Task 2 and Task 4.5 is not yet complete; and

Whereas, this amendment is for the mutual benefit of County and Consultant;

Now, therefore, the County and Consultant agree as follows:

1. Exhibit A, Section N is amended as follows:

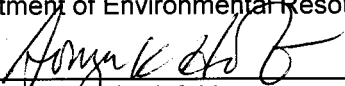
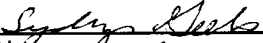

"The initial period of this Agreement is from March 21, 2008 through December 31, 2009. The extended period of this Agreement is from January 1, 2010 through June 30, 2010."

2. Exhibit A, Section O is amendment as follows:

"If mutually agreeable to both parties, the Agreement may be extended. However, in no case shall the renewal extend beyond June 30, 2010. The extension shall be in written form as an addendum to this Agreement.

2. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

<p><b>COUNTY OF STANISLAUS</b>                  Department of Environmental Resources</p> <p>By: <u></u>                  Sohya K. Harrigfeld                  Director</p> <p style="text-align: center;">"County"</p>	<p><b>SHAW ENVIRONMENTAL INC.</b></p> <p>By: <u></u>                  Name <u>Business Manager</u>                  Title</p> <p style="text-align: center;">12/15/09 "Consultant"</p>
<p>APPROVED AS TO FORM:                  John P. Doering                  County Counsel</p> <p>By: <u></u>                  Thomas E. Boze                  Deputy County Counsel</p>	