

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

DEPT: Environmental Resources

*SKA*

BOARD AGENDA # \*B-13

Urgent

Routine

AGENDA DATE March 25, 2008

CEO Concurs with Recommendation YES  NO

(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award the Contract for a Waste Characterization Study at the Fink Road Landfill to Stearns, Conrad and Schmidt, Engineers, Inc.

STAFF RECOMMENDATIONS:

1. Award the contract for a waste characterization study at the Fink Road Landfill to Stearns, Conrad and Schmidt, Engineers, Inc., in the amount of \$60,322.
2. Authorize the Director of the Department of Environmental Resources, or her designee, to sign the contract with Stearns, Conrad and Schmidt, Engineers, Inc., in the amount of \$60,322.
3. Authorize the Director of the Department of Environmental Resources, or her designee, to sign amendments to the contract for an overall not to exceed amount of \$69,370.

FISCAL IMPACT:

The Fink Road Landfill is an enterprise fund that is fully funded through the collection of tipping fees. The costs for studies of this nature that are related to capital improvements at the Landfill are incorporated into the tipping fee calculations. Funds for this purpose are accounted for in the existing 2007-2008 Fiscal Year Department of Environmental Resources Fink Road Landfill budget unit. The maximum amount to be paid for services provided by Stearns, Conrad and Schmidt, Engineers, Inc., under this agreement will not exceed \$69,370 which includes contingency funding of up to \$9,048 which is equal to a maximum of 15% of the total contract amount.

BOARD ACTION AS FOLLOWS:

No. 2008-217

On motion of Supervisor Grover, Seconded by Supervisor O'Brien  
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: THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR AND PLACED ON NON-CONSENT FOR DISCUSSION AND CONSIDERATION

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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DISCUSSION:

Assembly Bill (AB) 939, the Integrated Waste Management Act of 1990, as one of its provisions required that cities and counties achieve and maintain a 50% waste diversion rate from landfill disposal. In addition, one of the expected outcomes in the Board of Supervisors' priority of a well-planned infrastructure is to complete a second waste stream analysis at the Fink Road Landfill.

Although the County is currently meeting the state-mandated waste diversion rate, legislation has been introduced which would increase this mandate if enacted. In addition, the Board has expressed a desire to surpass the mandated 50% waste diversion rate if possible.

This project will expand upon a previous study of limited scope which was completed in 2006, to determine which portions of the waste stream that are destined for landfill disposal can be economically diverted and in what quantities. This information is needed in order to develop a recommendation for the size and design of a waste transfer and recycling facility at the Fink Road Landfill; another expected outcome of the Board's current priority of a well-planned infrastructure.

The Department of Environmental Resources (Department), in partnership with the General Services Agency (GSA) Purchasing Division, issued a Request for Proposals (RFP) on November 28, 2007, for this project. The RFP period closed on January 7, 2008, and the GSA Purchasing Division conducted the opening of the proposals on the closing date.

Waste characterization studies have become a fairly specialized area within the environmental consulting field because there has been less demand for this type of service in the latter years since the passage of AB 939. Given this, only one RFP response was received for this project from Stearns, Conrad and Schmidt (SCS), Engineers, Inc. Staff from the Department of Environmental Resources evaluated the response and it was determined that SCS Engineers is not only qualified to complete this project, but their proposal was appropriately priced given the scope of work.

SCS Engineers, Inc., is one of the premiere solid waste consulting firms in the United States, with 37 years experience providing solid waste planning services to municipalities. SCS Engineers is presently providing similar services to a number of California cities and counties and they have over 260 staff members in eight offices located throughout the state among others nationwide.

POLICY ISSUE:

The Board of Supervisors should determine if contracting with SCS Engineers, Inc., for a waste characterization study 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

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maintaining adequate waste diversion rates for the unincorporated area as well as Stanislaus  
County's Regional (Solid Waste) Agency.

**STAFFING IMPACT:**

There are no staffing impacts associated with this item.



DEPARTMENT OF ENVIRONMENTAL RESOURCES  
3800 Cornucopia Way, Suite C  
Modesto, CA 95358  
Phone: (209) 525-6770  
Fax: (209) 525-6773

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This Agreement For Professional Services is made and entered into by and between the County of Stanislaus ("County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Engineers ("Consultant"), on April 1, 2008 (the "Agreement").

**Introduction**

WHEREAS, the County has a need for services involving a Waste Characterization Study; 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 permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 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., A.P.P

To Consultant: SCS Engineers  
3900 Kilroy Airport Way, Suite 100  
Long Beach, CA 90806  
Attn: Michelle Leonard

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.

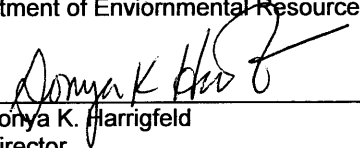
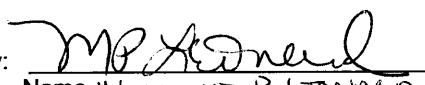

<p><b>COUNTY OF STANISLAUS</b> Department of Environmental Resources</p> <p>By:  Sonya K. Harrigfeld Director</p> <p style="text-align: center;">"County"</p>	<p><b>SCS ENGINEERS</b></p> <p>By:  Name MICHAEL P. LEONARD Title VICE PRESIDENT</p> <p style="text-align: center;">"Consultant"</p>
<p>APPROVED AS TO FORM: Michael H. Krausnick County Counsel</p> <p>By:  Thomas Boze Deputy County Counsel</p>	

EXHIBIT A

**A. OVERVIEW**

In November 2005 the County had a waste characterization study of limited scope conducted. The County needs to have a broader scope waste characterization study conducted of: 1) Modesto area direct-hauled loads from the City of Newman, the City of Patterson, and the unincorporated west side area of Stanislaus County 2) Self-Haul Customers; and 3) long-hauled (transfer trailer) loads from Modesto area transfer stations. This study shall take place at the Fink Road Landfill and is intended to build upon a study of limited scope that was conducted in November 2005. The objective of the study is to understand the waste stream composition that could be captured at a future materials recovery facility at the County's Fink Road Landfill. As well as understanding the general waste stream that could flow into the future materials recovery facility, the County desires to identify the types and quantities of materials, which can be economically diverted from disposal. It is anticipated that a number of other benefits shall be achieved.

These benefits include but are not limited to:

- Clearer understanding of the current waste generation and recycling habits of residents and businesses and understanding what type of materials are coming into the landfill as a whole.
- Developing an understanding of the effectiveness of current waste diversion efforts at the three (3) existing Modesto area transfer stations.
- Identification of future waste reduction opportunities.

**B. BACKGROUND**

The State of California currently mandates 50% waste diversion from disposal. This mandate, however, could be increased to as much as 75% in years to come. It is the County's goal to further reduce the amount of waste sent to landfill disposal beyond the 50% mandate. A waste characterization study at the County's Fink Road Landfill is a key component in formulating the strategies for accomplishing this goal.

The County's Fink Road Landfill site is located 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. The 219-acre site is owned and operated by the County and adjacent to the site is the Covanta Stanislaus Inc., waste-to-energy facility located on 16.5 acres of county-owned property. This facility can process up to 800 tons per day of municipal solid waste into energy.

Currently, the majority of the residential and commercial waste in the County is transported to the waste-to-energy facility by franchised haulers. This facility, however, is not open to the public so self-haul loads (whether from businesses or individuals) are directed to the Fink Road Landfill for disposal. During times when the waste-to-energy facility is down, all waste loads are directed to the Fink Road Landfill. Finally, waste loads, which arrive in drop boxes, are typically unacceptable for transformation at the waste-to-energy facility so these loads are directed to the Fink Road Landfill for disposal as well.

The direct-haul loads at the Fink Road Landfill or the waste-to-energy facility have come from the City of Newman by the franchise collector, the City of Patterson by the franchise collector, and the unincorporated west side area of the County by franchise collector. Self-hauled loads, long-hauled loads and drop box loads are also brought to the Fink Road Landfill.

It is the County's future intent, that upon construction of a materials recovery facility (MRF), all direct-haul and self-haul loads would first pass through the MRF so that materials could be diverted prior to delivery to either the landfill or the waste-to-energy facility. During times when the waste-to-energy facility is down, all loads (including long-hauled transfer loads) would first pass through the MRF.

**C. DEFINITIONS**

Unless otherwise specified in the Scope of Work the following terms shall be given the meaning shown, unless context requires otherwise:

1. Direct-Hauled Loads:  
Loads that do not pass through a transfer station prior to their arrival at the landfill and, therefore,

typically arrive at the landfill in either a side-, rear- or front-loader truck.

2. Self-Hauled Loads:

Includes "mom and pop-type" loads (cars, vans, pick-ups, etc., with or without trailers), drop boxes (for the purposes of this study) and non-franchised loads (from businesses or individuals).

**D. SCOPE OF WORK**

The Consultant shall provide all the labor, material, equipment to perform and provide a Waste Characterization study and written results as set forth below.

The Waste Characterization study performed and provided by the Consultant, shall determine the types and quantities of recyclable materials in the waste stream that could be captured at a future materials recovery facility at the County's Fink Road Landfill site. The Consultant shall assume full responsibility for completion of the Waste Characterization Study including all labor, materials and equipment required to sample, measure, and ensure worksite safety considerations.

At a minimum the study shall include:

1. Information review.
2. Development of sampling methodology.
3. Coordination of field sampling at the Fink Road Landfill facility
4. Provision of three (3) final reports under separate cover by June 1, 2008.
5. A waste characterization study of direct-hauled loads from the City of Newman by the franchise\* collector. The study shall include loads from both residential and commercial collection routes. Note that the City of Newman currently has automated residential curbside and green waste collection programs. In addition, "overflow" green waste is collected on the street during certain months of the year.
6. A waste characterization study of direct-hauled loads from the City of Patterson by the franchise collector. The study shall include loads from both residential and commercial collection routes. Note that Patterson does, however, have automated residential curbside and green waste collection programs.
7. A waste characterization study of direct-hauled loads from the unincorporated west side portion of the County (for example: the communities of Crows Landing, Grayson and Westley) by the franchise collector. The study shall include loads from both residential and commercial collection routes and these routes are kept separate from city routes according to the franchise collector. Note that these unincorporated areas have a curbside recycling program available to them and the material is set out in buckets for weekly collection.
8. A waste characterization study of self-haul loads. For the purpose of this study, self-haul includes "mom and pop-type" loads (cars, vans, pick-ups, etc., with or without trailers), drop boxes and non-franchised loads.
9. For the purpose of occasions when waste is being diverted from the waste-to-energy facility which is adjacent to the Fink Road Landfill, a waste characterization study of transfer (long-haul) loads that arrive via the following local transfer/materials recovery facilities: Bertolotti, Gilton and Turlock Transfer.  
  
\* Note: Bertolotti Disposal is the franchise refuse collector for the areas described herein.
10. The Consultant shall work with the franchise refuse collectors to identify truck numbers associated with the targeted waste sources on the days that samples shall be collected.
11. Three sources of waste shall be analyzed in this study and shall be further broken down within each source as follows:

Waste Source	Minimum # of Samples	Required Breakdown of Minimum Sample #'s
City of Newman, City of Patterson and the unincorporated west side of Stanislaus County	30	Newman: Desired <u>target</u> is 12 samples total, with 6 each for Residential and Commercial  Patterson: Ditto that of Newman  Unincorporated Area: 6 total (required), 3 each for Residential and Commercial  Note: Target #'s for Newman and Patterson may not drop below 10 total with 5 each for Residential and Commercial. If a target # for Newman or Patterson is reduced, the overall total must be made up within this same waste source category without going over a maximum of 8 total samples for the County
Self-Haul	30	"Mom & Pop" type, drop box and non-franchise haulers: Desired <u>target</u> is 10 samples each. If a target # for any of these 3 is reduced, the overall total must be made up within this same waste source category with a minimum of 8 samples/category
Transfer (long-haul) Loads	30	Bertolotti, Gilton and Turlock Transfer trucks: Desired <u>target</u> is 10 samples each. If a target # for any of these 3 is reduced, the overall total must be made up in another area with a minimum of 8 samples/category
<b>TOTAL</b>	<b>90</b>	<b>90 samples total must be completed</b>

12. Samples shall average 200 pounds each and shall be hand-sorted and/or visually sorted as identified in item 16 below.
13. The waste shall be characterized according to the following 19 material types, and as per California Integrated Waste Management Board Regulations:

MATERIAL CLASS	MATERIALS TYPE
Paper	Newspaper OCC/Kraft Paper Mixed Paper High Grade Ledger
Plastic	HDPE – Colored HDPE – Natural PET Mixed Plastics Film Plastic
Glass	CRV Containers Non-CRV Containers
Metal	Aluminum Cans Bi-Metal Containers Other Non-Ferrous Metals Ferrous Metals
Organics	Yard Waste Food Waste Wood Waste
Mixed Residue	Mixed Residues

14. Waste characterization results/findings shall be reported in a manner which includes, but is not limited to each waste sorting category, i.e., Newman Residential, Newman Commercial, Patterson Residential, Patterson Commercial, Unincorporated Residential, Unincorporated Commercial, "Mom & Pop" type,

drop boxes, non-franchised haulers, Bertolotti transfer, Gilton transfer and Turlock transfer vehicles. Results shall be reported in both tons and percentage including a summary total for each waste source category (i.e., Newman/Patterson/County, self-haul and transfer vehicles).

Waste characterization results/findings shall include an analysis of the estimated potentially recoverable material for the same sorting categories as described in item No. 5, above, in tons and percentage.

15. Waste characterization results/findings shall include a conclusions and recommendations section. This section shall include, but is not limited to, the estimated annual sales of recyclables.

16. **Work Plan**

In addition to the below tasks, the work plan for visual sampling of self-hauled waste loads is described in item 17 of Exhibit A to this Agreement.

Task 1: Information Review, Kick-off Meeting and Initial Coordination

Consultant shall work with the County and the haulers to collect data necessary to develop the sampling plan. The following are the types of data, which shall be included in the information request:

- Information on vehicle traffic patterns at each facility;
- Numbers of vehicles arriving, by category (e.g., number of direct haul vehicles from each waste source, number of self-haul vehicles, etc.), on typical weekdays and weekends.
- Information about available space for load tipping, sample capture, and sorting of samples.

Following the data requests, Consultant shall schedule a visit to meet with County Staff and visit Fink Road Landfill. This meeting serves the following crucial functions:

- Introducing the Consultant's project team to participating facility personnel;
- Clarifying information provided in response to the information request;
- Finalizing locations for setting up the work area, taking samples, queuing samples, discarding sorted samples, and other in-process activities;
- Confirming procedures requiring coordination between County landfill personnel and the Consultant;
- Answering questions or addressing concerns.

Task 2: Develop Sampling Methodology

Following the kick-off meeting and the site visit, the Consultant shall develop a sampling methodology that meets the requirements of the County. The sampling methodology shall specify in detail how samples are obtained and sorted, how the analysis is conducted, the sources of all necessary data (especially including tonnage data associated with each waste source), and how the findings shall be presented to the County.

The Sampling Methodology document shall include the following elements:

*Waste Characterization:*

- The number of samples to be sorted for each waste stream.
- The expected weight or size of each sample.
- Locations where waste samples shall be obtained.
- Steps to ensure the Consultant team obtain representative samples from each waste stream.
- Methods for obtaining waste samples and transporting them to the sorting area.
- Schedule for collecting and sorting waste samples.
- Location of sorting area and description of equipment to be used.
- Training and supervision of Consultant's field staff.
- Forms for recording data.
- A description of data management procedures and databases to be used.

- Quality assurance/quality control procedures.
- A description of the calculation methods to be used to determine the amount of each material in each waste stream.
- Health and safety measure for sampling/sorting.
- List and definitions of material categories to be considered in the study.
- Lists and definitions of materials that are considered to be recyclable for the purpose of this study.

Specific recommendations for some of these elements are provided in the descriptions of Tasks 3, 4 and 5 listed below. Consultant shall submit the methodology document to the County for review and approval.

Task 3 – Develop Vehicle Selection Plan & Coordinate with Haulers

Consultant shall work closely with franchised collectors to select vehicles that shall provide waste samples. Consultant shall accomplish this through the following steps:

*For Direct-haul Loads and Transfer Vehicles:*

- a. The Consultant shall communicate the sampling and sorting schedule to the collectors and transfer station personnel. Based on the total number of samples required by the County, the Consultant's the sampling window shall be four consecutive days. The Consultant shall determine what loads are scheduled to arrive at the landfill for each day during the study window, for each of the following categories:
  - Residential loads from City of Newman
  - Commercial loads from City of Newman
  - Residential loads from City of Patterson
  - Commercial loads from City of Patterson
  - Residential Loads from unincorporated areas
  - Commercial loads from unincorporated areas
  - Transfer loads from Bertolotti Transfer Station
  - Transfer loads from Gilton Transfer Station
  - Transfer loads from Turlock Transfer Station
- b. Consultant shall calculate the number of direct-haul loads from each category that are to be sampled on each day, and ensure that enough loads are scheduled for each day in order to meet sampling targets. If enough loads of a given category are not expected on a particular day, then the targets and schedule shall be adjusted.
- c. Consultant shall develop a list of the vehicles from each category that are available to be sampled on each day. Then, from the vehicles available in a given category on a given day, the required number shall be selected using a random selection process. One to two additional vehicles from each category shall be identified as contingency vehicles to provide samples if the originally selected vehicles fail to show up on schedule.
- d. The Consultant shall coordinate closely with the franchised collectors and transfer station personnel to ensure that the drivers of the selected loads receive instructions about where to take their loads for sampling on the designated days.

*For self hauled vehicles:*

For vehicles that do not arrive on a schedule, such as self-haul vehicles, Consultant shall use a systematic selection procedure to identify the vehicles that provide waste samples. To calculate the sampling frequency for each category of vehicle, Consultant shall establish a sampling interval. Sampling intervals shall be determined by dividing the total number of loads for each category arriving at the facility by the number of samples needed each day. The resulting number is the sampling frequency, and it determines whether every third vehicle, every sixth vehicle or every 20<sup>th</sup> vehicle is selected for sampling. Consultant refers to this strategy as "selecting every nth vehicle" within the waste sector.

- a. The Consultant shall work with the County staff to estimate the number of self-haul vehicles that are expected to arrive on each of the sampling days for the following vehicle categories:
  - “Mom and Pop” type self-haul loads
  - Drop boxes
  - Non-franchised hauler loads
- b. The Consultant shall establish a quota for the number of self –haul vehicles of each category sampled on each day in order to meet overall sampling targets.
- c. Consultant shall develop a Vehicle Selection Form for each sampling day that reflects the number of vehicles of each category that are expected to arrive, as well as the interval at which vehicles shall be sampled.

The process described above shall result in the creation of a Sampling Plan that specifies the direct-haul and transfer vehicles that are to be sampled, and that specifies the days and sampling intervals for self-haul vehicles. The expected number of samples shall be as follows:

Residential loads from City of Newman .....	6
Commercial loads from City of Newman .....	6
Residential loads from City of Patterson .....	6
Commercial loads from City of Patterson .....	6
Residential loads from unincorporated areas .....	3
Commercial loads from unincorporated areas .....	3
Transfer loads from Bertolotti Transfer Station .....	10
Transfer loads from Gilton Transfer Station.....	10
Transfer loads from Turlock Transfer Station.....	10
“Mom and Pop” type self –haul loads .....	10
Drop boxes .....	10
Non-franchised hauler loads.....	10
<b>Total samples: .....</b>	<b>90</b>

**Task 4 – Obtain and Sort Samples**

The Consultant shall create a Vehicle Selection Form for each day. The purpose of this form is for identifying scheduled direct-haul loads and transfer loads and for selecting self-haul loads. A member of Count’s staff shall be stationed at the scale house on each sampling day. The County’s staff member shall identify pre-selected direct-haul and transfer loads and shall instruct the drivers to take the loads to the designated sampling area. County’s staff member shall keep a tally of vehicles from each self-haul category as they enter the facility, and shall direct vehicles to the sampling crew at the specified sampling intervals.

When a vehicle is identified for sampling, County’s staff member at the gatehouse shall record key information about the vehicle on a selection log sheet (provided by the Consultant) – including the origin and waste category the vehicle belongs to, the hauling company if applicable, and the date and time of arrival. The County’s staff member shall place a brightly colored card (provided by the Consultant) on the vehicle’s windshield and shall direct the driver to the designated sampling area.

At the sampling area, selected loads of waste shall be dumped in elongated piles three to four feet high. From each load, one sample of waste shall be obtained using an imaginary 16-cell grid superimposed over the dumped material. The Consultant’s field crew supervisor shall identify the randomly selected cell to be extracted. Then using a small loader, a sample of waste weighing approximately 200 to 250 pounds shall be removed from the designated cell and placed on a tarp.

The material in each sample shall be sorted by hand into the prescribed component categories. The list and definitions of material categories shall be consistent with the list of the 19 material type identified in Exhibit A, Section D, item 13 of this Agreement and shall be given final approval by the County during the study design phase. At the County’s direction the Consultant shall sort the material at a greater level of detail.



Plastic laundry baskets shall be used to contain the separated components.

The Consultant's supervisor of the sorting crew shall monitor the homogeneity of the component baskets as they accumulate, rejecting materials that may be improperly classified. Open laundry baskets allow the Consultant's crew supervisor to see the material at all times. The Consultant's crew supervisor shall verify the purity of each component as it is weighed, before recording the weight into the database. The materials shall be sorted to the greatest reasonable level of detail by hand, until no more than a small amount of homogeneous fine material ("mixed residue") remains. The overall goal is to sort each sample directly into component categories in order to reduce the amount of indistinguishable fines or miscellaneous categories.

The Consultant's field supervisor shall use a Waste Sample Data Form to record the composition weights for each sample.

#### Task 5 – Data Entry and Analysis

Consultant shall design a customized database to manage the data from waste sorting, and a member from Consultant's clerical staff shall enter the data from the Waste Sample Data Forms. The Consultant's Project Manager shall inspect the entered data, and any anomalies shall be resolved against the hand-written information on the Waste Sample Data Forms.

Consultant shall take the following steps to ensure data integrity during entry and analysis:

- Verify that data forms are obtained for each day the Consultant's data collection crew is in the field.
- Consultant's data collection crew shall keep copies of all forms and ship by courier the originals to the Consultant's office.
- Consultant shall randomly check the computer-entered data against the paper form to verify that all numbers are being entered and to look for any systematic or random mistakes.
- Consultant shall encode the composition analysis formulae into a routine that can be applied consistently to different data sets. (This minimizes errors that could arise from mistyping formulae, etc.)

#### *Analysis of Composition:*

The Consultant's method to estimate the composition of each waste sector and industry group that is examined in this study shall comply with the California Integrated Waste Management Board (CIWMB) standard protocol governing waste characterization studies in the State of California.

The composition estimates represent the ratio of the component's weight to the total waste for each noted sector or subsector. They shall be derived by summing each component's weight across all of the selected samples in a given stratum and dividing by the sum of the total weight for all of the samples in that stratum. The confidence interval for this estimate shall be derived in two steps. First, the variance around the estimate shall be calculated, accounting for the fact that the ratio includes two random variables (the component and total sample weights). Second, precision levels at the 90% confidence interval shall be calculated for a component's mean.

#### Task 6 – Determine Value of Recyclables in Waste Stream

Consultant shall conduct a local market analysis to calculate the potential value of recyclables diverted from the waste stream. Consultant shall conduct a survey of local recycling companies in order to determine:

- A list of local companies that could purchase the base's various recyclable materials;
- A list of current market values for each material; and
- An analysis of potential value of recyclables based on the results of the sampling and composition analysis.

#### Task 7 – Produce Waste Characterization Reports

Consultant shall prepare a draft outline of the project's Final Report and shall submit the outline to the County's representative. Feedback and comments from the County shall be incorporated when the

draft version of the Final Report is produced. After comments and edits are received in response to the draft Final Report, Consultant shall implement changes and submit a completed Final Report to the County.

The Final Report shall include, but not be limited to the following elements:

- Executive summary.
- Introduction that discusses project background, purpose, objectives, and an overview of methodology.
- Description of the study design and how it was developed.
- Description of how field work was conducted and how data was collected.
- Waste composition estimates for each material, along with confidence intervals (error ranges) and estimated tonnage, for each waste sorting category.
- Analysis of the estimated amount of potentially recoverable material for the same sorting categories, expressed in terms of percentage of the waste stream and tons.
- Analysis of the expected market value of recoverable recyclables.
- Conclusions and recommendations regarding the recovery of recyclables and factors to consider in developing of a MRF.
- Explanation of how data was aggregated to develop composition estimates for each waste sector.

#### Task 8 –Project Management

Consultant shall prepare monthly progress and accounting reports and the reports shall accompany each invoice. The progress reports shall indicate work accomplished during the period, work anticipated to be undertaken in the next month, and comments on adherence to the project schedule and anticipated completion date.

#### **17. Visual Characterization for Self-Haul Loads with County provision of loader/operator and gate keeper:**

Consultant shall use visual characterization methods for self-hauled loads only, while still using hand-sorting methods for samples from direct-haul loads and transfer vehicles.

The time period devoted to obtaining visual estimates of self-haul loads shall be approximately four days, during which the Consultant shall obtain characterization data for approximately 80 loads.

County shall provide a loader/operator for obtaining the samples, as well as a person at the gate for directing loads to the sampling location.

Consultant shall identify recoverable materials that may be present in large quantities, characterizing waste loads that contain bulky items, and characterizing waste streams that tend to have substantial composition variation within individual loads (for example, loads that are half dirt and half lumber, separated at opposite ends of the truck). Consultant shall also characterize waste that includes bulky items and characterize waste that arrives in highly variable loads.

Generally, the procedure for estimating the composition of loads of light industrial and dry waste involves measuring the volume of the load while it is still in the truck, and then tipping the load onto a bare patch of ground so all of the contents can be seen. The Consultant's Visual Estimator shall observe the load from all angles and shall record the estimated percentage of the load corresponding to each major material class. The Consultant's Visual Estimator shall record the estimated percentages for each specific material within each of the material classes.

The following is the step-by-step procedure, which the Consultant shall use:

- a) Select typical loads of construction/demolition or self-haul waste that fit the definition established for the study, as they arrive at the facility entrance or scale house.
- b) Obtain net weight of load using transaction records, tare weights, or net weight cards.
- c) Prepare a sampling form on which to record observations about the load. Record the date,

information about the vehicle's waste sector, and the vehicle's net weight.

- d) Measure the three dimensions of the load while it still in the vehicle. Determine the width, length, and height of the load to the nearest foot, and record the values on the sampling form. Measure only the load itself; not the vehicle that is carrying it. Record the dimension measurements on the sampling form.
- e) Tip the entire load onto the ground. If possible, spread the load out so all of its contents can be seen more easily.
- f) The estimator notes, which major classes of material, are present. The Visual Estimator walks entirely around the load, noting which major material classes are present in the load. The Visual Estimator uses checkmarks on the sampling form to indicate which major material classes are present in the load. (Major material classes include but are not limited to paper, metal, plastic, organic, and construction & demolition.)
- g) Estimate composition by volume for each major material class. Beginning with the largest major material class present by volume, the Visual Estimator estimates the percent of the entire load that corresponds to the major material class. This process is repeated for the next most common major material class, and so forth, until the volumetric percentage of every major material class has been estimated. Finally, the totals for this step should be calculated, to ensure that they add to 100 percent.
- h) Estimate the composition by volume for each specific material within each major material class. The Visual Estimator considers each major material class separately and estimates the percentage of it that is made up of each specific material. This process is repeated for each of the other major material classes and the specific materials that belong to them. The volumetric percentages are recorded on the sampling form.
- i) Check and reconcile percentage data on the sampling form. The Visual Estimator verifies that the percentage estimates for the major material classes add up to 100 percent. Also, the percentage estimates for the specific materials within each major material class must total 100 percent.

During the analysis of the data, the absolute volume of each material in each load is calculated, based on the measured total volume of the load and the estimated percentage of the volume corresponding to each material. Weights are then assigned to each material using a standard set of density conversion factors, which were developed in conjunction with the California Integrated Waste Management Board. The resulting weight estimates for each material in each sample are then analyzed in much the same way as data from hand-sorting operations.

The methods for conducting all other parts of the study (design, sampling plan, hand-sorting of samples from direct-haul and transfer loads, and reporting) shall remain the same as described in the above primary work plan.

## **B. 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 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.
2. The terms of payment are Net 30 days after approval of the invoice.
3. 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, the title of the Staff, billable rate, item rental equipment, number of days rented and rate of rental, task, staff and reimbursable items. Consultant shall be reimbursed for the following items, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- iii. Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference.
- iv. Fees plus reimbursable expenses shall not exceed the amounts set forth in Exhibit B.
- v. Use of subcontractors shall be reimbursed cost plus 10%. Copies of the original invoices identifying the actual expenses must accompany the Consultant's invoice to the County.

**C. LIMIT OF EXPENDITURE**

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$60,332.00** 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.

**D. 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  
3800 Cornucopia Way, Suite C  
Modesto, CA 95358  
Attention: Accounts Payables

**E. CONTRACT PERIOD**

The period of this Agreement is from April 1, 2008 through July 31, 2008.

**G. 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 Contractor. Contractor 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 Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

**H. SAFETY REQUIREMENTS**

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

**I. REPRESENTATIVES**

Start-up service shall be coordinated with the Jami Aggers at (209) 525-6768. The Consultant's representative is Michelle Leonard (562) 426-9544.

**J. 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.

Shenandoah County - CRR

**EXHIBIT B  
RATE SCHEDULE**

**HOURLY BILLABLE RATES**

The Consultant shall be compensated on a time and material basis based on the hourly rates set forth below to perform the work associated with each task and not to exceed the amounts. The hourly rates, and the not to exceed amounts for each task are as follows:

<b>Title</b>	<b>Hourly Billable</b>
Project Director	\$195.00
Senior Advisor	\$182.00
Project Manager	\$143.00
Senior Professional	\$130.00
Project Professional	\$95.00
Sampling Coordinator	\$88.00
Administrative	\$72.00

**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 OF WORK</b>	<b>ESTIMATED HOURS</b>	<b>TOTAL PRICE NOT TO EXCEED</b>
1	Information Review, Kick-off Meeting & Initial Coordination	52	\$8,900.00
2	Develop Sampling Methodology	32	\$3,256.00
3	Develop Vehicle Selection Plan & Coordinate with Haulers	44	\$5,100.00
4	Obtain and Sort Samples	28	\$23,882.00
5	Data Entry & Analysis	56	\$4,828.00
6	Determine Value of Recyclables in Waste Stream	46	\$4,762.00
7	Produce Waste Characterization Reports	80	\$8,028.00
8	Project Management	14	\$1,576.00
	<b>PROJECT TOTAL NOT TO EXCEED</b>		<b>\$60,332.00</b>

EXHIBIT C

PROJECT TIMELINE

The following is a time line detailing the task duration and task start and end dates.

Project Task Description	Task Duration
1. Information Review, Kick off Meeting, and Initial Coordination	7 Calendar days
2. Develop Sampling Methodology	8 Calendar days
3. Develop Vehicle Selection Plan and Coordinate with Haulers	8 Calendar days
4. Obtain and Sort Samples	4 Calendar days
5. Data Entry and Analysis	11 Calendar days
6. Determine Value of Recyclables in Waste Stream	8 Calendar days
7. Produce Waste Characterization Reports	10 Calendar days
8. Project Management	

\*Note: Kick off meeting shall be conducted on 4/3 or 4/4 and sampling shall be accomplished no later than May 8, 2008.

Stearns County - 1009