

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

DEPT: Environmental Resources *MA*

BOARD AGENDA # \*B-5

Urgent  Routine

AGENDA DATE November 18, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award the Contract for Preparation of a Revised Solid Waste Facility Permit Application and Completion of an Initial Study to Shaw Environmental, Inc., for the Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Award the contract for preparation of a revised Solid Waste Facility Permit application and completion of an Initial Study to Shaw Environmental, Inc., in the amount of \$130,379.
2. Authorize the Director of the Department of Environmental Resources, or her designee, to sign the contract with Shaw Environmental, Inc., for preparation of a revised Solid Waste Facility Permit application and completion of an Initial Study, in the amount of \$130,379.
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 \$149,936, which includes contingency funding of up to \$19,557 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 \$149,936. 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 2008-2009 Fiscal Year Department of Environmental Resources budget in the Fink Road Landfill Enterprise Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-774

On motion of Supervisor Monteith and approved by the following vote, Seconded by Supervisor Grover  
Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice Chairman DeMartini  
Noes: Supervisors: None  
Excused or Absent: Supervisors: Mayfield  
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) \_\_\_\_\_ Denied
- 3) \_\_\_\_\_ Approved as amended
- 4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award the Contract for Preparation of a Revised Solid Waste Facility Permit Application and Completion of an Initial Study to Shaw Environmental, Inc., for the Fink Road Landfill

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, hereinafter referred to as the Infill Project, involves the preparation of a revised Solid Waste Facility Permit (SWFP) application and completion of an Initial Study as required by the California Environmental Quality Act (CEQA) which are necessary for Stanislaus County to move forward with developing additional capacity within the existing Fink Road Landfill “footprint” (permitted area), to ensure that said capacity is maintained.

On February 26, 2008, the Board of Supervisors authorized the Director of Environmental Resources to begin the permitting process, including environmental studies, for the airspace in the existing footprint between Landfill (LF) 1 and 2; i.e., the Infill Project. This airspace consists of a roadway, which would be relocated onto adjoining County-owned property that extends from the scalehouse to the waste-to-energy facility as well as other areas onsite, and an unused area just south of LF-1. In addition, staff proposes to include within the SWFP application a request for additional vertical airspace throughout the landfill as a whole, but within the existing footprint.

This Infill Project will not change the types or quantities of waste that will be accepted at the landfill and all airspace that is proposed for inclusion will be within the existing footprint of the landfill. When the consultant completes the preparation of the Initial Study, staff will return to the Board for adoption of their recommending finding. Following the Board’s action, the SWFP application would be forwarded to the California Integrated Waste Management Board and the Regional Water Quality Control Board for consideration.

The Department of Environmental Resources (Department) in partnership with the General Services Agency (GSA) issued a Request for Proposals (RFP) on July 25, 2008, for this project. The RFP period closed on August 28, 2008, 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 four responded to this RFP. A total of four evaluators from the Departments of Environmental Resources and 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 five (5) criteria: Proposal Completeness, Proposal Quality, Timeline, Experience, and Work Plan. Following the review of the proposals, a letter of intent to award was issued by GSA to Shaw, as both the most qualified and lowest priced proposer.

Approval to Award the Contract for Preparation of a Revised Solid Waste Facility Permit Application and Completion of an Initial Study to Shaw Environmental, Inc., for the Fink Road Landfill

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

**POLICY ISSUE:**

The Board of Supervisors should determine if contracting with Shaw Environmental, Inc., for the preparation of a revised Solid Waste Facility Permit application and completion of an Initial 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 maintaining adequate waste disposal capacity for its communities.

**STAFFING IMPACTS:**

There are no staffing impacts associated with this item.



DEPARTMENT OF ENVIRONMENTAL RESOURCES  
3800 Cornucopia Way, Suite C, Modesto, CA 95358  
Phone: (209) 525-6700  
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 Shaw Environmental, Inc. ("Consultant"), on Dec 1, 2008 (the "Agreement").

**Introduction**

WHEREAS, the County has a need for services involving preparation of revised Solid Waste Permit Application and completion of Initial 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 and EXHIBIT B, 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.

Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

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 A. 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 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 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 Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code. Consultant shall provide legal counsel reasonably acceptable to the County.

7.4 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.

7.5 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.

7.6 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

7.7 Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

## 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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. 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:

Shaw Environmental, Inc.  
1326 N. Market Boulevard  
Sacramento, CA 95834-1912  
Attn: Michael Yacyshyn, 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.

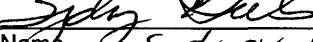
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS  
Department of Environmental Resources

By:   
Sonya K. Harrigfeld  
Director

"County"

SHAW ENVIRONMENTAL, INC.

By:   
Name Sydney Greels  
Title Business Manager

DERLANDFILL

"Consultant"

APPROVED AS TO FORM:  
John P. Dpering  
County Counsel

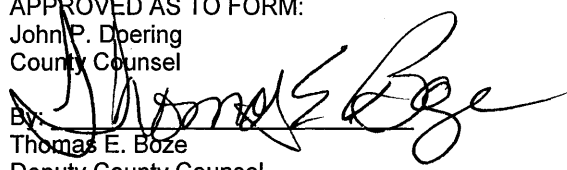
By:   
Thomas E. Boze  
Deputy County Counsel

EXHIBIT A

**A. BACKGROUND**

The Fink Road Landfill was developed in 1973 as a Class III landfill, primarily to serve western Stanislaus County. At that time the disposal rate was less than 50 tons per day. The original site contained 219 acres and was purchased by Stanislaus County. The original landfill, which is referred to as Landfill No.1 (LF-1), consisted of a 40-acre portion of the total site located in the northwest quadrant of the parcel. Of the original 40-acre permitted landfill, only 18.5 acres had been used for disposal purposes.

In 1988 a 16.5-acre parcel, located in the southwest corner of the site, was leased to Ogden Martin, Inc., now Covanta Energy, for the construction of a mass burn Waste-to-Energy plant. The plant began operations in October 1989, and burns an average of 800 tons of municipal solid waste per day.

In conjunction with the construction of the Waste-to-Energy facility, the Fink Road Landfill was re-permitted to include a Class II disposal area, which is dedicated to the disposal of combustion ash from the Waste-to-Energy plant. The Class II landfill is located along the south boundary of the 219-acre site and contains 31.4 acres of disposal area in a 38.5-acre parcel. The Class II landfill is referred to as Landfill No. 3 (LF-3) and receives an average of 90,000 tons of ash per year.

The remaining 124 acres of the site is referred to as Landfill No. 2 (LF-2) and was permitted as a Class III Landfill in July 1988. This area contains a net disposal area of 100 acres. Waste was disposed of in LF-2 beginning in August of 1993.

The County's Fink Road Landfill is seeking approval from the California Integrated Waste Management Board (CIWMB) and Central Valley Regional Water Quality Control Board (CVRWQCB) to utilize all available air space (i.e. vertical expansion) within the existing landfill footprint, to keep the County in compliance with the Countywide Integrated Waste Management Plan by providing a minimum of 15 years of landfill capacity or to increase the facility's service life beyond 15 years. As these changes are considered significant they require an application for a revised permit and must satisfy the requirements of the California Environmental Quality Act (CEQA).

A vertical expansion shall delay moving disposal operations to a new site and shall reduce landfill capital and operations unit costs as the costs for existing liner and environmental control and monitoring systems shall be distributed over significantly more waste volume.

**B. SCOPE OF WORK**

The scope of work for this project entails Consultant preparing and submitting a revised Solid Waste Facility Permit (SWFP) application for an infill expansion (including a vertical expansion) at the Fink Road Landfill's LF-1, LF-2 and LF-3, completion of an initial study with a Mitigated Negative Declaration for the project to satisfy the requirements of the California Quality Act (CEQA) and amending the existing Joint Technical Document (JTD) to enable the update of the existing SWFP and Waste Discharge Requirements (WDR).

The Consultant shall provide all the labor and material to prepare and submit a revised SWFP (including amending the JTD to enable an update of the existing SWFP and WDRs), complete an initial study with a Mitigated Negative Declaration and conduct a CEQA review, based on the California Integrated Waste Management Board Checklist in 27 CCR, Section 21570 and in compliance with California Code of Regulations (CCR) Sections 21665, 21570, and 21650 combining the California Integrated Waste Management Board (CIWMB) and Central Valley Regional Water Quality Control Board (CVRWQCB) requirements to meet all standards required under Title 27 CCR.

Consultant shall include but not be limited to the following Work:

- Provide changes in: landfill design (filling sequence and closure/post-closure maintenance plan, estimated year of closure, financial assurance, increased tonnage, an increase in final elevation);
- Provide updates and changes in the Joint Technical Document (JTD);
- Review draft Waste Discharge Requirements (WDRs) and offer comments/suggestions/advice as to their accuracy and appropriateness for inclusion. As needed, prepare draft correspondence for a response(s) if concerns are noted and possibly participate in up to four (4) conference calls and or meetings to resolve those concerns;
- Conduct a limited California Environmental Quality Act (CEQA) review that builds on an existing EIR and other supplemental documents. However, the scope and cost for a full CEQA analysis, which is defined, as a CEQA analysis that results in a new or supplemental EIR is not, included as part of this Agreement;
- Complete an Initial Study, which shall build upon a previously completed Environmental Impact Report (EIR) and conclude with the preparation of a Mitigated Negative Declaration (anticipated);

- Participate in public meetings and hearings to secure final approval from the regulatory agencies involved with this expansion project under Title 27, CCR.

Submit Revised Solid Waste Facility Permit (SWFP) Application. The application shall contain:

- Proposed changes in design and operation;
- Updated JTD information and/or amendments;
- Any CEQA review initiated since the last permit issuance or review;
- Owner/Operator Certification that the information is true and accurate;
- Amendments to the Closure/Post closure Maintenance Plan;
- Financial assurance information;
- Operating liability information;
- Provide updated amendments to the Joint Technical Document (JTD);
- Provide an estimate of the remaining site life and capacity;
- From an aesthetics standpoint, increase the landfill height to block the Covanta Stanislaus, Inc., (Covanta) waste-to-energy facility's emissions stack if approved by the regulating agencies.
- Revise final grading concept so the Landfill, when closed will blend in better with the surrounding terrain.
- Increase maximum permitted elevation and revise the final grading concept for the Class II landfill (LF-3).
- Use the elevation of the surrounding Diablo mountain range as a reference point for the maximum final landfill elevation. This would result in a vertical height increase of approximately 65 ft. A higher maximum final elevation may also be practical.

The vertical expansion concept entails staying within the currently permitted footprint, filling the currently unlined narrow strip of land between unlined LF-1 and composite lined LF-2 Class III units (this area is currently used as the main access road into the landfill and the Covanta waste-to-energy facility) and the open area south of LF-1 and increasing the currently permitted final maximum elevation of 385 ft MSL.

The County desires to revise the final grading concept so the Landfill, when closed, will blend in better with the surrounding terrain. While not as dramatic as for the Class III units, the County also desires to increase the maximum permitted elevation and revise the final grading concept for the Class II landfill (LF-3).

Regarding the maximum final landfill elevation, the County suggests using the elevation of the surrounding Diablo mountain range as a reference point. Increasing the permitted maximum final elevation of the landfill to an elevation of 450 ft MSL would result in a vertical height increase of approximately 65 ft. A higher maximum final elevation may also be practical.

Effective utilization of the airspace between LF-1 and LF-2 shall require filling over a portion of unlined LF-1. The area between the fills and south of LF-1 shall require a composite liner system comparable to the liner system used since construction of Cell 3 in LF-2. The extent of the lined area, depth, configuration, and slope of the base excavation shall be controlled by the limits and depths of waste for LFs 1 and 2 and site geology and hydrogeology. The new liner system shall have to tie into the LF-2 liner system. An important consideration shall be the decision about whether to design for a separate LCRS or to tie into the existing LCRS for LF-2 cells. In addition, an intermediate liner over LF-1 waste to isolate leachate generated from the vertical expansion waste shall likely be required by the CVRWQCB.

The infill between LF-1 and LF-2 shall require relocation of the main landfill access road. The County plans to shift the access road starting just after the scales to the west on County-owned land adjacent to the current permitted landfill boundary. Consultant shall include this change in the CEQA analysis.

#### 1. Technical Considerations

Consultant identifies the following considerations as critical for successfully engineering the County's Fink Road Landfill vertical expansion:

- Selection of an appropriate base grading layout for the long, thin area to be lined between LF-1 and LF-2; clearance and stability of cut slopes shall be considered.
- Leachate sump locations(s) and tie-in into existing leachate management system.
- New liner tie-in into the existing LF-2 liner system.
- Extent of filling over LF-1 in terms of maintaining positive leachate flow and slope stability.
- Slope stability of temporary and permanent landfill slopes.
- Intermediate liner characteristics, especially when considering possible conflicts with landfill gas extraction from LF-1.
- Avoid disruption of existing LF-1 LFG extraction system.
- Leachate pipe structural integrity for existing and new pipes considering additional loading from the increased waste height.

- Settlement of the thicker waste mass and consideration of the final grading plan to take advantage of estimated maximum total and differential settlement.
- Soil management to achieve a practical balance considering that the excavation associated with the sliver liner between LF-1 and LF-2 will not involve significant soil excavation.

2. Revised Landfill Configuration

The maximum practical landfill elevation is likely constrained by view shed considerations and maintaining an efficient top deck area of at least 4 to 8 acres. As a preliminary look, Consultant developed conceptual layouts depicting two possible revised filling considerations, which are not considered part of the three options identified in Task 1, Subtask 1.2. For each, the Consultant used a final grading configuration that uses 3:1 side slopes and a central high ridgeline. One option includes two high “knobs” with a saddle in between them that is intended to mimic the surrounding topography.

Option 1, shown as Figure 5 in the Consultant’s proposal, reaches a maximum final elevation of 455 ft MSL, which blends in with the surrounding terrain. The top deck area for Option 1 may be larger than necessary; however, the large top deck allows use of a contour-grading scheme with two “knobs” that mimic surrounding topography. This option results in increased waste heights in excess of 70 feet above the currently permitted maximum elevation.

Option 2, shown as Figure 6, in the Consultant’s proposal, attached hereto and made a part of this agreement, was developed to maximize the final landfill elevation while maintaining a workable top deck area. This option could be considered a maximum build out scenario as increasing the elevation above this level would result in a top deck area too small for effective filling and operations. Option 2 reaches a maximum elevation of 545 ft MSL, which would still blend in with the surrounding terrain. This option results in increased waste heights in excess of 160 feet above the currently permitted maximum elevation.

The above options would significantly increase available airspace and extend the Landfill’s closure date. Additional evaluations are required to fully analyze the options and to develop the data that would enable the County to consider which option is preferred.

Note that alternative fill heights and configurations may be required for a CEQA alternatives analysis if a full CEQA analysis is required. The CEQA analysis for this project is limited to an Initial Study and a Mitigated Negative Declaration. If a full CEQA analysis is required, Consultant shall work with the County to develop a strategy that fully satisfies the County’s objectives and provides sound negotiation options for work with project opponents. However, the scope and cost for a full CEQA analysis and resulting new or supplemental EIR is not included in this Agreement.

3. Permitting

Consultant shall prepare and complete permit revision necessary for the vertical expansion to be approved by the regulating agencies. In addition to CEQA considerations, the County will need the Consultant to revise SWFP and WDRs. Consultant shall develop an amended JTD focused on the facility elements that have changed.

4. Specific Tasks associated with the Scope of Work:

Consultant shall perform the following tasks:

TASK 1 – Develop Infill Options

This task involves Consultant performing engineering studies and developing preliminary final landfill configurations, as described in the following subtasks.

*Subtask 1.1 Project Kick-off*

A team Kick-off Meeting for key County and Consultant stakeholders shall be held at the landfill. The goal of the meeting is to discuss all known issues so that all team members start the project “on the same page,” thus creating a shared vision. This “vision” shall be extremely important to efficiently develop the infill plans and subsequent permitting. The lines of communication between the County and Consultant staff shall be defined at the meeting.

*Deliverables:*

Draft the final meeting minutes and distribute to key stakeholders for input and incorporate changes.

*Meetings:*

Kick-off Meeting (Meeting No. 1)  
(See Task 4 for additional project meetings.)

*Subtask 1.2 – Preparation of Three Vertical expansion Options*

Consultant shall develop a maximum of three (3) vertical expansion options (The attached Figure 5 and Figure 6 are not considered part of the three vertical expansion options). Each option shall increase the maximum landfill elevation well above the current permitted maximum of el. 385 ft MSL (similar to the two options Consultant developed as Figure 5 and Figure 6 in the Consultant's proposal) and shall include lining and filling the narrow strip of land between LF-1 and LF-2. In addition, two (2) new final grading configurations shall be developed for LF-3 by the Consultant. Drawings depicting each option shall consist of plan views and selected cross sectional views. Preliminary slope stability analysis shall be completed for selected slopes. Consultant shall evaluate structural capacity of the existing LCRS pipes for each option.

Consultant shall discuss the range of options with the County during the proposed kick-off meeting to identify the range of practical and approvable options. Typically, each vertical expansion option shall cover the same footprint, but will have varying maximum elevations and final grading. This shall result in three different airspace and service life scenarios.

Upon County's concurrence, Consultant shall develop conceptual plans for each option. These plans shall only show the final configuration. Airspace and service life calculations shall be performed for each option and the results tabulated. Consultant shall develop two base grading options for the area between LF-1 and LF-2 and the area south of LF-1. Consultant shall conceive and develop each option with the following objectives:

- Maintain a 100-ft wide buffer along the north and east sides of the Covanta facility and the expanded landfill.
- Maintain at least a 10-ft separation between waste at the highest anticipated groundwater levels, understanding the site has several perched water zones.
- Maximize cost effective airspace.
- Work with the site's natural drainage patterns as much as possible to reduce earthwork quantities while maximizing airspace.
- Develop a soil handling plan that minimizes haul distance (i.e., turn-around time) and avoids multiple handling of soil materials to the extent possible.
- Consider options for stockpiling waste on refuse to accelerate waste settlement and recapture airspace.
- Minimize leachate generation.
- Maximize separation of surface water and waste and surface water and leachate.
- Locate final cover drainage structures so that refuse settlement efficiently increases rather than decreases flow gradients.
- Balance excavation quantities with respect to interim and final cover requirements to reduce stockpiling requirements.
- Provide convenient utility corridors and avoid disruption to existing landfill control systems.
- Develop a filling plan that is practical yet does not promote refuse mass instability.  
Provide contaminant system redundancy at locations where leachate shall be concentrated or temporarily stored.

Consultant's entire approach shall be geared to achieving these fundamental objectives. Other site and project specific objectives shall be incorporated into the approach as they are identified.

Consultant shall document this work in a Technical Memorandum (TM) that presents each option, associated airspace, service life, pros, cons, and technical challenges. Note that the TM and associated supporting information shall be developed by the Consultant with the CEQA process in mind so the final product will be appropriate for use as supporting documentation. A draft TM shall be issued by Consultant without a conclusions section. Consultant assumes one (1) review cycle of the draft Technical Memorandum. Once the options have been discussed and a preferred option selected, Consultant shall issue a final TM with a conclusions section added. The results of this work shall serve as the basis for the subsequent CEQA analysis and project description.

In addition to the kick-off meeting and subsequent discussions a meeting between the County and Consultant shall be held to review the draft TM in detail. This shall assist the County in review process (Meeting No. 2).

*Deliverables:*

- 5 sets of the draft TM that includes supporting tables, figures, and drawings.
- 5 sets of the final TM that includes a discussion of the preferred option and associated supporting documentation.

*Meetings:*

- Meeting to present the draft TM (Meeting No. 2).  
(See Task 4 for additional project meetings.)

(See Task 4 for additional project meetings.)

TASK 2 – CEQA Review

A CEQA review for the revised final grading plan and associated increased airspace and site life is required. Consultant shall build on the existing EIR certified in 1985 and subsequent CEQA analyses.

Subtasks required to satisfy the requirements of CEQA are described below. Consultant assumes that a Mitigated Negative Declaration will be determined to be the appropriate environmental document.

*Subtask 2.1 - Prepare 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.

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. Consultant shall use the results of Task 1 to complete the project description. Consultant shall include in the project description, drawings and schematics that depict the revised final configuration, as well as revised airspace and service life calculations. Changes in the project description made after initiation of the impact analysis shall require additional work not included in this scope of work.

*Subtask 2.2 - Prepare Initial Study*

Consultant shall prepare an Initial Study for this project. The Initial Study shall analyze the potential impacts of the project, as defined by the project description, and make a preliminary determination of their significance and define the focus of the mitigated negative declaration. CEQA authorizes the County to focus the discussions on the potentially significant effects identified in the Initial Study for the project. Consultant shall prepare a draft Initial Study for the project, using the County's preferred format. The Initial Study shall consist 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. Studies (such as the facility's JTD and other, recently completed Initial Studies) to generate data for the Initial Study for biology, air quality, geology, land use, hydrology and noise already exist and shall be provided by the County.

Consultant shall identify temporary or long-term potential impacts for the following resource areas:

- Air Quality
- Aesthetics
- Cultural Resources
- Biology
- Geology, Geologic Hazards and Soils
- Hydrology and Water Quality
- Land Use
- Noise
- Agricultural Resources
- Hazards & Hazardous Materials
- Mineral Resources
- Population/Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities/Services Systems

One review cycle of the drafts for the project description, Initial Study and Administrative draft Mitigated Negative Declaration is assumed. Following the receipt of the County's comments on the draft Initial Study, Consultant shall prepare the final Initial Study, incorporating changes in response to the County's comments.

*Subtask 2.3 – Prepare Mitigated Negative Declaration*

Following completion of the Initial Study, Consultant shall prepare the Mitigated Negative Declaration and Mitigation Monitoring Plan for the mitigation measures identified in the Mitigated Negative Declaration. An Administrative draft Mitigated Negative Declaration and Mitigation Monitoring Plan shall be submitted to the County for review and comment. The Administrative Mitigated Negative Declaration and Mitigation Monitoring Plan shall be finalized based

on the County's comments. Following completion of the Mitigated Negative Declaration and Mitigation Monitoring Plan, the Mitigated Negative Declaration and Mitigation Monitoring Plan shall be submitted to the County for approval. Consultant shall also prepare a Notice of Preparation and Notice of Completion for review by the County.

After the County has approved the Mitigated Negative Declaration, notification of one public hearing shall be provided. The public hearing shall be held during the 30-day public review period. This public hearing can satisfy the CEQA requirement as well as the new CIWMB requirements for public hearings when significant changes are proposed. The details of the public hearing, as well as other project-related meetings are discussed in Task 4.

Following completion of the 30-day public review period, Consultant shall review all comments received on the Initial Study / Mitigated Negative Declarations (IS/MND) and prepare draft responses. Included in the cost for this Task are Consultants responses to up to nine substantive comments received on the IS/MND (considering that those comments shall not require generating any additional technical data or studies).

*Deliverables:*

- 5 copies of draft Initial Study
- 15 copies of final Initial Study
- 5 copies of draft Mitigated Negative Declaration
- 15 copies of final Mitigated Negative Declaration

*TASK 3 – Amended Joint Technical Document*

Task 3 consists of the Consultant preparing an Amended JTD focused on the vertical expansion and associated access road re-alignment and in compliance with Title 27 of the CCR for acceptance by the regulatory bodies. The Consultant shall prepare the amended JTD to a level of detail necessary to revise the existing SWFP and WDRs.

To the extent possible, the Consultant shall utilize information from the existing site permit documents in developing the Amended JTD. The technical analyses believed necessary for the vertical expansion are scoped in Subtask 3.1 below.

As part of the Amended JTD, Consultant shall update the preliminary closure plan and preliminary post closure maintenance plan to reflect the revised final grading plan developed as part of Task 1. This shall be necessary to address the revised site life, final grading, landfill configuration, re-aligned access road, and closure and post closure maintenance costs.

Consultant assumes the following:

- The most recent seismic characterization prepared for the site is acceptable and no new seismic site characterization studies shall be required.
- Existing design criteria for surface water hydrology is acceptable.
- Existing geologic, hydrogeologic, and geotechnical data is sufficient and no geologic, hydrogeologic or geotechnical field exploration shall be required.
- A base liner performance demonstration will not be required.
- One regulator review cycle is assumed.
- One County review cycle of the draft Amended JTD is assumed.
- Costs for permits are not included.

*Subtask 3.1 – Engineering Studies*

Consultant shall perform a variety of technical analyses to support the Amended JTD. Each analysis area is briefly described below. Consultant shall use similar previous engineering analysis for Fink Road Landfill to the extent possible. Previously used and approved design assumptions shall be used by Consultant to maintain consistency.

*a. Revised Landfill Configuration and Final Grading*

Consultant shall perform and complete Airspace, site life, and soil loss calculations. Consultant shall tabulate the results for presentation in the Amended JTD. Consultant shall develop typical interim phasing and final grading drawings.

*b. Slope Stability*

Consultant shall perform static and pseudo-static slope stability analysis. Consultant shall analyze interim and final slopes. Consultant shall use seismic characterization and associated seismic design criteria from previous Consultant studies.

*c. Settlement*



Total and differential waste settlement shall be analyzed by Consultant to verify that final grades are selected that maintain positive drainage during the post closure period.

*d. Surface Water Drainage*

Consultant shall analyze the existing surface water drainage system, with respect to the revised landfill configuration. Consultant shall analyze interim and final conditions. Consultant shall develop drawings depicting interim and final surface water drainage features.

*Leachate Generation and Management*

Consultant shall revise the estimated leachate generation rate by modifying the previous HELP analysis Consultant completed for Fink Road Landfill. Consultant shall review the existing leachate management system, including both Class II surface impoundments, considering the revised leachate generation estimate. Consultant shall develop a revised leachate management system drawing.

*LFG Generation and Management*

Consultant shall revise the estimated LFG generation rate by modifying previous analysis Consultant has completed for Fink Road Landfill. Consultant shall review the currently proposed LFG management system considering the revised LFG generation estimate. Consultant shall develop a revised LFG management system drawing.

Consultant assumes that a liner performance demonstration shall not be necessary for the Amended JTD. The CVRWQCB has required updates to the existing Fink Road Landfill performance demonstration be included with the design report for each cell. Therefore, Consultant does not recommend inclusion of a performance demonstration in the Amended JTD. If, however, the CVRWQCB agrees to approve a general performance demonstration and include the approval in the revised WDRs, then another performance demonstration update may be needed. Cost for another performance demonstration update is not included in this scope of work.

*Subtask 3.2 – Prepare Amended JTD*

This subtask focuses on the Consultant developing an amendment to the existing JTD and previous approved amendments for the Fink Road Landfill. Consultant shall address elements affected by the landfill configuration change and the associated airspace and service life increases. These elements consist of:

- General site information
- Waste volume and site life projections
- Daily tonnage and associated vehicle increases
- Landfill grading
- Landfill phasing and soil balance
- Liner system
- Leachate generation estimate and associated changes (if any) to the LCRS
- Interim and final cover
- Surface water management system
- LFG generation estimate and associated changes (if any) to the anticipated landfill gas management system
- Final grading
- Slope protection and erosion control
- Settlement
- Slope stability
- Access road re-alignment
- Changes to the environmental monitoring system
- Operations plan
- Preliminary closure and post closure maintenance plans and cost estimates

Consultant shall revise the current Preliminary Closure and Preliminary Post closure Maintenance Plan per CCR Title 27 requirements. This effort shall entail revising the final grading plan and preliminary cost estimates for closure and post closure funding. Consultant has assumed in their cost that the currently approved final cover system will not be revised.

Consultant shall also respond to regulator comments on the draft Amended JTD. Consultant anticipates comments from the CVRWQCB and the CIWMB acting as the LEA. Cost for this is included in this Agreement to respond to regulator comments.

If field exploration or other special studies or rigorous analyses beyond what has been described above will be necessary to complete the Amended JTD, such required exploration or unscoped analyses and potential costs shall be negotiated with the County prior to beginning additional work.

*Deliverables:*

5 sets of the draft Amended JTD that includes supporting tables, figures, and drawings.

5 sets of the final Amended JTD.

Response to regulator comments as indicated.

All deliverables shall be provided in hard copy and electronic format. The final Amended JTD shall be provided in PDF format on a compact disc or similar format.

*Subtask 3.3 – Permit Support*

Consultant shall, during the preparation of the Amended JTD, review and note applicable sections of the existing SWFP and WDRs that will need to be updated to accurately address the vertical expansion for the facility. As needed, the Consultant shall prepare draft correspondence for the County to obtain responses from the appropriate agency.

Upon completion of the Amended JTD, Consultant shall prepare the revised SWFP application for submittal to the CIWMB. Consultant shall also assist in the preparation and/or review of the draft WDRs for the vertical expansion.

*TASK 4 - Meetings*

There shall be a number of conference calls and meetings with County staff and regulatory agencies which include site visits and meetings associated with the CEQA and permitting activities. A total of seven (7) meetings are included in this Agreement for engineering, CEQA, permitting activities and meetings for County staff or additional regulator meetings.

*Permitting and Engineering Meetings*

Several meetings shall be required during the course of this project. A total of four (4) meetings to address solid waste permitting and engineering issues shall be held at the Fink Road Landfill offices. These meetings consist of:

- Two (2) meetings – The project Kick-off Meeting (Subtask 1.1) attended by the Project Manager and Sr. Reviewer; and the meeting to present the draft landfill vertical expansion options TM (Subtask 1.2)
- Two (2) meetings - Consultant Project Manager shall meet either with the County staff and or Regulators to address solid waste permitting and engineering issues.
- One or two meetings –Project meetings shall be held at the Consultant's Sacramento Office so that additional meetings can be held with regulators the same day.

Face-to-face meetings shall be supplemented with regularly scheduled conference calls to review project progress and discuss issues that arise during the course of the project. In addition, the Project Portal that the Consultant shall develop for this project will enable significant project collaboration and communications and shall reduce the need to more face-to-face meetings.

*CEQA Meetings and Hearings*

Consultant shall attend one CEQA-related meeting with County staff. This meeting may coincide with an Engineering Meeting listed above.

- One (1) meeting - Consultant shall attend Public Hearing to allow dissemination of information to the public. The public hearing shall be held during the 30-day public review period after the Notice of Completion has been filed. This meeting shall also be noticed by Consultant so that it satisfies the CIWMB's requirements for public informational meetings per Title 27, §21563. Consultant shall work with County staff to notify the appropriate parties, procure an appropriate meeting location and provide necessary visual and audio aids and graphics.

*Deliverables:*

Electronic files in MS Word of all draft meeting minutes for review by County and/or regulator staff.

Electronic PDF files of all final meetings minutes.

Draft and final version of meeting notice announcements.

**C. COMPENSATION**

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, not to exceed basis, based upon the rates set forth in Exhibit B attached hereto and made a part of this Agreement and the not to exceed amounts per each task. In addition to the aforementioned fees, Consultant shall be reimbursed the actual cost of 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 with no mark up added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Consultant at actual costs with no mark up added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no mark up added to the actual cost.
- iv. Fees plus reimbursable expenses shall not exceed the amounts set forth in Exhibit B.

The terms of payment are Net 30 days after approval of the invoice.

Fees plus reimbursable expenses shall not exceed the amounts set forth in Exhibit B and a copy of the original invoice for the items listed in i, ii or iii above shall be attached to the invoice submitted to the County for reimbursement. 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 needs, not work in process. The County shall not pay a mark up on any of the above items listed in i, ii or iii or any item identified in Exhibit B. Items such a telephone, fax, postage or freight are already included in the billable hourly rate.

**D. LIMIT OF EXPENDITURE**

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **\$130,379.00**, 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 pursuant to Paragraph 1.4 of this Agreement.

**E. INVOICE REMIT TO:**

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, 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:

The remit to address is:

Stanislaus County  
Department of Environmental Resources - Landfill  
Attention: Accounting  
P.O. Box 86  
Crows Landing, CA 95313

**F. REPRESENTATIVES**

The County's Project Manager is Jami Agger, (209) 525-6768. The Contractor's representative is Michael Yacyshyn, P.E., (916) 565-4183.

**G. PROTECTION OF EXISTING FACILITIES**

Consultant shall take every precaution to protect all public and private property during the performance of this Agreement. Any damages caused by Consultant's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Consultant.

**H. SAFETY REQUIREMENTS**

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

OSHA.

**I. AGREEMENT PERIOD**

This shall be effective from December 1, 2008 or date of award; whichever is later, through September 30, 2009.

**J. 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.

**K. WORK SCHEDULE**

Consultant is obligated to perform in a timely manner the services and work provided for under this Agreement and the Contracting Communities hereby gives the Consultant notice to proceed with the work as of the effective date of 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.

**L. RESPONSIBILITY FOR ERRORS**

Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

**M. SUBCONTRACTORS**

All insurance coverage for subcontractors shall be subject to all of the insurance and indemnity requirements stated herein.

**EXHIBIT B  
PRICE SCHEDULE**

**PRICE SCHEDULE:**

The Consultant shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in Exhibit A – Scope of Work / Specifications in accordance with the rate schedule below.

**HOURLY RATES**

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

TITLE	HOURLY BILLABLE RATES
Administrative Assistant	\$ 57.00
Civil Engineer (Emmet SanAgustin)	\$130.00
CEQA – Kathy Kinsland	\$130.00
Project Manager – Michael Yacyshyn	\$169.00
Senior Reviewer – Fred Cope	\$169.00
Nathan Stormzand	\$ 72.00
CADD – Karen Black	\$ 86.00
Drafter – Susan Rex	\$110.00
Solid Waste Engineer – Mike Ayala	\$130.00
Geotechnical – David Friels	\$147.00
Landfill Gas – David Vonasek	\$147.00
Certified Engineering Geologist – Dan Easter	\$169.00
CEQA – Jody Rhoades	\$ 77.00
Scientist 2	\$ 77.00
Compliance – Mike Rivera	\$ 97.00
Permitting – Peggy Baker	\$121.00
GIS – Jody Johnson	\$ 77.00
Senior Reviewer - J.C. Isham	\$147.00
Engineer 2 – LFG Engineer	\$86.00

**SUBCONTRACTED FEES**

TITLE	NOT TO EXCEED AMOUNT
RMC Geoscience*	\$9,720.00
Cultural Resource Study*	\$1,296.00

\*Note: The above listed Subcontracted Fees - Not to Exceed Amounts are included in the total project price of \$130,379.00.

**PROJECT PRICE**

The below project pricing is devised to allow the County the ability to identify costs associated with the frequency of tasks performed in a given calendar year. The Consultant shall be compensated based on the billable 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, travel expenses, contingency items, equipment charges and reimbursable expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

Task	Description	Total Not to Exceed Price
<b>1</b>	<b>Develop Infill Options</b>	<b>\$26,296.00</b>
1.1	Project Kickoff	\$ 4,196.00
	Vehicle Mileage	\$ 100.00
1.2	Preparation of Three Vertical Expansion Options	\$ 21,800.00
	Production	\$ 200.00

Task	Description	Total Not to Exceed Price
<b>2</b>	<b>CEQA Review</b>	<b>\$26,564.00</b>
2.1	Prepare Project Description	\$ 9,422.00
2.2	Prepare Initial Study	\$ 9,342.00
	Production	\$ 200.00
2.3	Prepare Mitigated Negative Declaration	\$ 7,000.00
	Production	\$ 600.00
<b>3</b>	<b>Amended Joint Technical Document</b>	<b>\$66,465.00</b>
3.1	Engineering Studies	\$25,020.00
3.2	Prepare Amended JTD	\$28,595.00
	Production	\$ 1,000.00
3.3	Permit Support	\$11,850.00
<b>4</b>	<b>Meetings</b>	<b>\$11,054.00</b>
4.1	Project Meetings	\$10,654.00
	Vehicle Mileage	\$ 400.00
	<b>TOTAL PROJECT PRICE</b>	<b>\$130,379.00</b>

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EXHIBIT C  
WORK SCHEDULE

The following is a timeline for which the tasks identified below shall be performed or completed:

Task	Description	Work Days	Early Start	Early Finish
0	Notice to Proceed	0	12/08/08	
<b>1</b>	<b>Develop Infill Options</b>	<b>35</b>	<b>12/09/08</b>	<b>01/29/09</b>
1.1	Project Kickoff	0	12/11/08	
1.2	Prep. Of Three Vertical Expansion Options	35	12/09/08	01/29/09
1.2.1	<i>Prepare Draft</i>	20	12/09/08	01/08/09
1.2.2	<i>County Review</i>	5	01/09/09	01/15/09
1.2.3	<i>Prepare Final</i>	10	01/16/09	01/29/09
<b>2.0</b>	<b>California Environmental Quality Act Revision</b>	<b>86</b>	<b>02/03/09</b>	<b>06/01/09</b>
2.1	Prepare Project Description	30	02/02/09	03/13/09
2.1.1	<i>Prepare Draft</i>	15	02/02/09	02/20/09
2.1.2	<i>County Review</i>	5	02/23/09	02/27/09
2.1.3	<i>Prepare Final</i>	10	03/02/09	03/13/09
2.2	Prepare Initial Study	30	03/16/09	04/24/09
2.2.1	<i>Prepare Draft</i>	15	03/16/09	04/03/09
2.2.2	<i>County Review</i>	5	04/06/09	04/10/09
2.2.3	<i>Prepare Final</i>	10	04/13/09	04/24/09
2.3	Prepare Mitigated Negative Declaration	25	04/27/09	06/01/09
2.3.1	<i>Prepare Draft</i>	15	04/27/09	05/15/09
2.3.2	<i>County Review</i>	5	05/18/09	05/22/09
2.3.3	<i>Prepare Final</i>	5	05/26/09	06/01/09
<b>3.0</b>	<b>Amended Joint Technical Document (JTD)</b>	<b>178</b>	<b>01/26/09</b>	<b>09/30/09</b>
3.1	Engineering Studies	45	01/26/09	03/27/09
3.2	Prepare Amended JTD	136	03/23/09	09/30/09
3.2.1	Prepare Draft	35	03/23/09	05/08/09
3.2.2	County Review	10	05/11/09	05/22/09
3.2.3	Prepare Final	10	05/26/09	06/08/09
3.2.4	Regulatory Review	66	06/09/09	09/09/09
3.2.5	Respond to Comments	15	09/10/09	09/30/09
<b>4.0</b>	<b>Project Meetings</b>	<b>128</b>	<b>12/11/08</b>	<b>06/16/09</b>
4.1	Project Meeting #1	0	12/11/08	
4.2	Project Meeting #2	0	01/09/09	
4.3	Project Meeting #3	0	03/30/09	
4.4	Project Meeting #4	0	05/11/09	
4.5	BOS Hearing/Public Information Meeting re. MND	0		06/16/09
4.6	Project Meeting #6	0	TBD	
4.7	Project Meeting #7	0	TBD	



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 SERVICES AGREEMENT  
  
SHAW ENVIRONMENTAL, INC.**

This Amendment No. 1 to the Agreement for Professional Services ("Amendment No. 1") by and between the COUNTY OF STANISLAUS ("County") and SHAW ENVIRONMENTAL, INC. ("Consultant") is made and entered into on July 20, 2009.

Whereas, the County and Consultant entered into an Agreement for Professional Services dated December 1, 2008 ("the Agreement"), and

Whereas, Section 3.1 – Term, provides that the term of this Agreement is until completion of agreed upon services; and

Whereas, the agreed upon services shall be completed by December 31, 2009; 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 I is amended as follows:

"**AGREEMENT PERIOD:** The initial term of the Agreement shall be from December 1, 2008, or date of award ; whichever is later, through September 30, 2009. An extended term of the Agreement shall be for a period commencing on October 1, 2009 and terminating on December 31, 2009.

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

In witness whereof, the parties have executed this Amendment on the date written above.

**COUNTY OF STANISLAUS**  
Department of Environmental Resources  
By: [Signature]  
Sonya K. Harrigfeld  
Director

**SHAW ENVIRONMENTAL, INC.**  
By: [Signature]  
Name  
Title Business Manager  
"Consultant"

Date: 7/20/09 "County"

Date: 7/4/09

APPROVED AS TO FORM:  
John P. Doering  
County Counsel  
By: [Signature] for  
Thomas E. Boze  
Deputy County Counsel





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

**AMENDMENT NO. 2  
TO  
PROFESSIONAL SERVICES AGREEMENT**

**SHAW ENVIRONMENTAL, INC.**

This Amendment No. 2 to the Agreement for Professional Services ("Amendment No. 2") by and between the COUNTY OF STANISLAUS ("County") and SHAW ENVIRONMENTAL, INC. ("Consultant") is made and entered into on December 31, 2009.

Whereas, the County and Consultant entered into an Agreement for Professional Services dated December 1, 2008 ("the Agreement"), and

Whereas, Amendment No. 1, entered into on July 20, 2009, extended the Agreement Period to December 31, 2009; and

Whereas, Section 3.1 – Term, provides that the term of this Agreement is until completion of agreed upon services; and

Whereas, the County needs the Consultant to complete Tasks 2.3.2, 2.3.3, 3 and 4; 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 I is amended as follows:

"AGREEMENT PERIOD: The initial term of the Agreement shall be from December 1, 2008, or date of award ; whichever is later, through September 30, 2009. The extended term of the Agreement shall be for a period commencing on October 1, 2009 and terminating on December 31, 2009. A second extended term of the Agreement shall be for a period commencing on January 1, 2010 and terminating upon completing agreed upon services."

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

In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS  
Department of Environmental Resources  
By: [Signature]  
Sonya K. Harrigfeld  
Director

SHAW ENVIRONMENTAL, INC.  
By: [Signature]  
Name Michael Yacyshyn  
Title Principal Engineer  
"Consultant"

Date: 1/12/10 "County"

Date: 1.08.2010

APPROVED AS TO FORM:  
John P. Dearing  
County Counsel  
By: [Signature]  
Thomas E. Boze  
Deputy County Counsel