

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

DEPT: Environmental Resources

BOARD AGENDA # \*B-9

Urgent  Routine

AGENDA DATE April 14, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

*SMA*  
*ONT*

SUBJECT:

Approval to Award the Contract for the Preparation of a Feasibility Study for a Transfer Station/Materials Recovery Facility for the Fink Road Landfill to HDR Engineering, Inc.

STAFF RECOMMENDATIONS:

1. Award the contract for the preparation of a feasibility study for a transfer station/materials recovery facility at the Fink Road Landfill to HDR Engineering, Inc., in the amount of \$48,487.
2. Authorize the Director of the Department of Environmental Resources, or her designee, to sign the contract with HDR Engineering, Inc., for the preparation of a feasibility study for a transfer station/materials recovery facility at the Fink Road Landfill, in the amount of \$48,487.
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 \$55,760 which includes contingency funding of up to \$7,273 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 HDR Engineering, Inc., under this agreement will not exceed \$55,760. The Fink Road Landfill is an enterprise fund that is fully funded through the collection of tipping fees. Costs for studies of this nature are incorporated into the tipping fee calculations and funds for this purpose are accounted for in the existing Department of Environmental Resources Fink Road Division Fiscal Year 2008-2009 budget.

BOARD ACTION AS FOLLOWS:

No. 2009-225

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**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 recent years, there have been several legislative attempts to raise this requirement to 60%, and while none have successfully become law to date, there is a strong likelihood that this could happen in 2009.

In keeping with AB 939s requirements, one of the expected outcomes in the Board of Supervisors' goals of promoting effective solid waste disposal is completing a feasibility analysis of a recycling (waste diversion) facility for the Fink Road Landfill. Targeted outcomes also include: 1) Implementing programs that reduce the amount of waste entering the Landfill to extend its lifespan; and 2) Exceeding the 50% waste diversion mandate by meeting a 75% waste diversion rate.

On March 25, 2008, the Board of Supervisors authorized the award of a contract to Stearns, Conrad, and Schmidt Engineers, to perform a waste characterization study at the Fink Road Landfill. The results of the study indicate that there is the potential to divert from disposal significant amounts of waste that come from public self-haul loads, drop box containers, and commercially direct-hauled waste from the County's west side communities. In particular, yard waste, wood waste, ferrous metals, cardboard, and mixed plastics were identified in significant quantities. If these materials were diverted through a materials recovery facility (MRF), Stanislaus County, together with the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford that comprise its Regional Planning Agency (Agency), could increase the Region's overall diversion rate 5-7% depending upon the available markets for materials. The Agency's most recently calculated waste diversion rate is 61%. The additional waste diversion potential of a MRF would likely provide the Agency with a comfortable margin when compared to the possible new 60% waste diversion mandate.

The waste characterization study was a necessary first step in gathering needed data. The next step in this process is the feasibility study itself to identify conceptual designs, develop an implementation plan, and determine the viability and cost of incorporating a small- to moderately sized MRF at the Fink Road Landfill. The Scope of Work for this project envisioned a fairly low-tech facility in order to minimize cost, but one that targets diverting a very high percentage of incoming materials. This would be accomplished largely by requiring that specific waste types be source-separated by public customers upon their arrival, prior to unloading taking place. The facility would be large enough to accommodate all current public self-haul customers, drop box vehicles, and loads from commercial haulers that are direct-hauled to the facility without first going to a transfer station. Currently, this volume of material is approximately 230 tons per day.

The Department of Environmental Resources (Department) in partnership with the General Services Agency (GSA) issued a Request for Proposals (RFP) for this project on October 9, 2008. The RFP period closed on November 13, 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 of this type and five (5) responded to this RFP. The RFP evaluation criteria encompassed the following five (5) criteria: Proposal Completeness, Proposal Quality, Timeline, Experience, and Work Plan. A total of four (4) evaluators from the Department and one (1) representative from Merced County Public Works reviewed and analyzed the RFP responses. Golder Associates, Inc. (Golder), was selected as the lowest priced qualified bidder. GSA Purchasing Division issued a letter of intent to award to Golder, however, a letter of release was issued when negotiations were unsuccessful. Staff then began working with HDR Engineering, Inc. (HDR), the next qualified consultant whose proposal was priced slightly higher. The GSA Purchasing Division issued a letter of intent to award to HDR, as both a qualified and the next lowest priced proposer, and contract terms have been agreed upon. HDR estimates a time frame of four (4) months to project completion once the project has commenced. The contract for this work has been reviewed and approved by County Counsel and is included as Attachment "A."

HDR Engineering, Inc., is a U.S. corporation that was founded in 1917 and is a full service consulting engineering firm with more than 85 years of experience managing complex projects and solving challenges for clients. The firm currently has approximately 7,500 professionals representing more than 50 disciplines in over 165 offices across the country. Their specialties include all aspects of evaluating, planning, designing, and procuring both traditional and trend-setting facilities including transfer stations, material recovery facilities, household hazardous waste facilities, landfill, and waste incineration facilities.

**POLICY ISSUE:**

The Board of Supervisors should determine if contracting with HDR Engineering, Inc., for the preparation of a feasibility study for a transfer station/materials recovery facility 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 extending the life of the Fink Road Landfill and in meeting additional waste diversion mandates if passed into State law.

**STAFFING IMPACTS:**

There are no staffing impacts associated with this item.



DEPARTMENT OF ENVIRONMENTAL RESOURCES  
3800 Cornucopia Way, Suite C,  
Modesto, Ca 95358-9492  
Phone: (209) 525-6700  
Fax: (209) 525-6774

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and HDR Engineering, Inc., hereinafter referred to as "Consultant".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

1.1. Scope of Services: Consultant shall provide the professional services described in Exhibits "A" attached hereto and incorporated herein by reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the Scope of Services and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

**2.0 COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B",

attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Forty-Eight Thousand Four Hundred and Eighty-Seven Dollars (\$48,487.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized amendment, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

### 3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "C", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### 4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence March 20, 2009 and end on July 19, 2009, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "B". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. 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.

## 5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

- (a) Comprehensive general liability, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. 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.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), per claim. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. 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.
- (e) 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.

5.3. Deductibles: 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.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant 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.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: 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. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. 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.

5.7. Cancellation of Insurance: 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.

5.8. California Admitted Insurer: 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.

5.9. Subcontractors: 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.

5.10. Certificates of Insurance: 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.

## 6.0 INDEMNIFICATION

6.1. Indemnification: 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, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged 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.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense 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.

6.3. 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.

6.4. 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.

## 7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives: The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Mark Urquhart (916) 817-4933
- b. Lead/Manager: Tim Raibley (916) 817-4914

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

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

If to Consultant: HDR Engineering, Inc.  
2365 Iron Road, Suite 300  
Folsom, CA 95630  
Attn: Tim Raibley

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns



to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. **Reuse of Design Documents:** Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. **Public Records Act Disclosure:** Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.14. **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.

7.15. **Order of Precedence:** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.16. **Costs:** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.17. **No Third Party Beneficiary Rights:** This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.18. **Construction:** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.19. **Amendments:** Only a written Amendment executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.20. **Waiver:** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.21. **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.22. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.23. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS  
Department of Environment Resources

HDR Engineering, Inc.

By: \_\_\_\_\_  
Sonya K. Harrigfeld  
Director

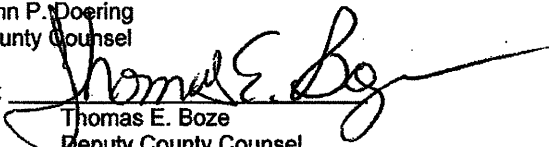
By: \_\_\_\_\_  
Design Professional, P.E.

Date: \_\_\_\_\_

Corporate Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

Stanislaus County - DER Landfill

**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, which was purchased by Stanislaus County. The original landfill, identified 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 (WTE) facility. The plant began operations in October 1989, and burns an average of 800 tons of municipal solid waste (MSW) per day.

In conjunction with the construction of the WTE 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 WTE facility. 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. It 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. In August of 1993 waste was disposed of in LF-2. Currently this Class III Landfill receives approximately 450 tons of MSW per day although during periods of WTE outages, this throughput increases to roughly 1,250 tons per day. The existing footprint of the landfill has a remaining capacity of approximately 15 years, however, the Board of Supervisors has made maximizing the remaining landfill capacity a priority. As such, the Board wishes to evaluate the incorporation of a transfer station/MRF to extend the life of the landfill even further and better serve the western portion of the County. This feasibility study is a necessary step in addressing this priority. Further, County staff views this as an opportunity to divert public customers away from the active face of the landfill thereby improving safety. There are three existing privately owned and operated transfer stations in the County, two in Modesto and one in Turlock, with the latter being the closest at roughly 18 miles away. Because of this distance, these facilities do not conveniently serve the western portion of the County.

In May 2008, a Waste Characterization Study was completed for Stanislaus County. The Study indicates the following tonnages are brought to the Landfill which contain a high percentage of recyclable materials:

- Public Self-Haul: Approximately 120 TPD
  - Drop Box (roll-off) loads: Approximately 60 TPD
  - Residential loads\*: Approximately 37 TPD
  - Commercial loads\*: Approximately 16 TPD
- TOTAL: Approximately 230 TPD

\*Material arrives in commercial side- or front-loader vehicles.

The Waste Characterization Study looked at both what goes to the landfill and the waste-to-energy facility, but 100% of the public self-haul loads that come in go to the landfill. Franchise haulers are allowed at the waste-to-energy facility; whereas everyone else is directed to the landfill (there is no public traffic that is allowed at the waste-to-energy facility). Franchise haulers come from their transfer station to bring what doesn't get recycled. They put their burnables to one side and then their landfill deposits to another. Some of the study was a check up on the transfer stations making sure they were doing a good job in capturing recyclables before it gets to locations at the Fink Road Landfill, which they are.

The Study also looked at the waste that is hauled from the residential and commercial streams on the West Side of the County. Most of this waste typically goes to the waste-to-energy facility. Our goal with this transfer station/MRF is ultimately to include those vehicles that are coming in with residential and commercial loads.

In the long-term, the County would hope to capture all four of the line items (waste streams) identified above. The County would start with public self-haul. The next target, if the County did not do both initially, would be the drop box loads followed by the other two waste streams (residential and commercial haulers). The County's top priority is the self-haul and then the drop boxes.

Note: Public Self-Haul includes both "Mom and Pop" and "Nonfranchised" waste loads (meaning business hauling their own waste).

Currently, when waste arrives at the landfill scalehouse, it gets disposed of, except for white goods, tires and e-waste. Although the numbers in the Study indicate that the County's landfill receives a lot of wood waste at this facility, particularly with self-hauled loads and from drop boxes, wood waste is not diverted to biomass.

An Initial Study and Negative Declaration for a project, which included incorporating a transfer station at the Fink Road Landfill, was prepared in 2005 by EDAW and was adopted by the Board of Supervisors on October 17, 2006.

**B. SCOPE OF SERVICES**

The Consultant shall provide all the labor, material and equipment to conduct a feasibility study that examines options, proposes solutions and delivers the following:

Deliverables

- Evaluate the viability of a small volume transfer station/MRF and household hazardous waste drop-off location at the Fink Road Landfill (small volume meaning of a size that would accommodate the 230 TPD identified under "Background" above, together with an allowance for population growth);
- Produce up to three conceptual/alternative facility layouts and assist County Staff in making a systematic comparison of the alternatives;
- If a recommended design is made from the three-conceptual/alternative facility layouts, Consultant shall state the basis for the selection/recommendation.
- Provide engineers cost estimates up to the preliminary engineering stage design of the transfer stations/MRF;
- Implementation plan that outlines the steps/approach that would be taken from conceptual design to project completion for each of the three-conceptual/alternative facility layouts if there is variation between them;
- Provide cost estimates for annual facility operation and maintenance, given the results of the waste composition study and current markets for those materials which the County intends to divert, assuming the facility would be County operated;
- Produce and submit a final report that summarizes the feasibility study methodology, presents findings, summarizes the research, identifies opportunities and potential barriers, and presents recommendations and includes the implementation plans and estimated cost for the recommended options.

Conceptual Design

The Consultant shall produce up to three-conceptual/alternative facility designs/layouts, which shall include but not be limited to the following:

1. Proposed layouts of the facility(ies) and all major ancillary components of the project.
2. Facilitating (requiring) public customers to separately unload materials that can easily be diverted\*\* (wood, yard waste, ferrous metals, OCC, and possibly mixed paper and mixed plastics) prior to unloading the remaining mixed refuse. Ideally the design should take into consideration the customers being required to stop and wait for an attendant to evaluate their load before entering the transfer building itself.

\*\*A target waste diversion goal from the public self-haul stream is 50%. Please refer to the Waste Composition Study information found under "Background," above. Initially, the County would first divert public self-haul loads to the transfer station/MRF.

3. A facility large enough to accommodate the sum total of the waste streams listed above and designed such that future growth, including a sort line if it were so desired, could be retrofitted/incorporated relatively easily. Currently the facility receives an average of 7-drop box loads/day, 2 residential loads/day and 1-2 commercial loads/day. Please refer to the Waste Composition Study information found under "Background," above.
4. A building design that has solid walls on no more than two sides (if solid walls are included in the proposed design). Essentially a covered, open-air facility is what is desired. This concept was arrived at after County staff toured the Delano Transfer station in Kern County and the Kerman facility in Fresno County. In the Delano facility the customer did a large part of the work themselves and they achieved a 60% diversion rate given that a good percentage of their incoming traffic is self hauled and it is a low tech facility with three employees.

5. The HHW portion of the facility should be designed as a drop-off location for batteries, oil, paint, electronic and universal wastes. The amount of material that is estimated to be received would be commensurate with a small volume transfer station/MRF that receives an average of 83 public customers/day. It has not yet been determined how many days/week the HHW facility will be open to the public.
6. The facility should also include a maintenance area, a unisex restroom sized to meet current building code requirements and an office space (approx. 10' x10'). The maintenance area is envisioned to be a 40' x 60' pole barn (approximately) designed with a concrete floor that can be closed on one end for storage and should also include one service bay that accommodates both light and heavy equipment. The service bay should allow for future expansion of additional service bays at a later date. Only minor repairs will be performed on site. The floor should have the capability of withstanding at least 130,000 pounds in the bay (for heavy equipment).
7. Note that the facility(ies) will most likely be located on property the County owns that is contiguous with the landfill boundary to the west where the Land Use Designation is currently Agriculture. The construction of a separate (paved) entrance road may be required and existing fencing may need to be relocated and replaced/installed in order to enclose the area. Please identify the total amount of area that will be needed for each conceptual/alternative complete facility layout.

Engineers Cost Estimate

Consultant shall include cost estimates and a breakdown of costs for the transfer facility, the HHW facility, the maintenance area, a new entrance road (if included) and fencing (if included).

A Final Feasibility Report

Consultant shall provide a final feasibility study report that summarizes the feasibility study methodology, findings, research, opportunities and potential barriers, and recommendations. The report shall also include the implementation plan and estimated cost for the recommended option.

Tasks

The Consultant shall perform the following tasks

Task 1 – Project Initiation

Consultant shall attend a project kickoff meeting at the County site to discuss the project with the County staff. Consultant shall provide an agenda prior to the meeting for review by the County. The meeting shall include a discussion of the scope of services, background information that is required and available, concept ideas for the facility, design criteria to be employed, lines of communications and the next steps on the project. The Consultant's and County's exchange and review of information shall be the basis for the analysis to be performed in the following tasks.

Assumptions:

- County provides agreed upon requested information to the Consultant one week after the initial meeting.
- Consultant completes review of the information provided by the County one week after the County delivers the information to the Consultant. This review is of the information is completed prior to the Consultant proceeding further with the conceptual design work for the project.

Deliverables:

- Consultant shall draft and final agenda and minutes from the meeting.
- Consultant shall circulate agenda and minutes by email.
- Consultant shall develop a project guide as part of the Consultant's quality control and project management policies.

Planned Meeting:

- One meeting at the County project site. Consultant's Senior Project Manager shall attend this meeting.

County shall provide a meeting space at the site and attend the kickoff meeting. County shall comment (if needed) on the agenda and minutes, and have copies of information such as the latest aerial topographic

mapping files for the site and the associated aerial photographic plot related to the project available in hard copy and electronic formats for Consultant's use throughout the project.

Option: County and Consultant rough out layouts at this meeting to gain County input at the initiation of the project. Two Consultant staff shall attend the meeting and directly work up layout concepts on tracing paper over the site base topographic map. County shall provide Consultant with the topographic map of the site (prefer electronic), scaled aerial photo, if available, and site traffic and tonnage information prior to or at the meeting to develop design criteria used in the layout process.

**Task 2 – Conceptual Design**

Consultant shall develop detailed design criteria to form the basis for the conceptual layouts. (If the optional layout work is performed in Task 1, this would be a refinement of the design criteria developed in Task 1.) This shall include a compilation of site user traffic and tonnage information compiled in spreadsheet tables to analyze the space required for the Transfer Station/Material Recovery Facility (TS/MRF) tipping floor and other functional elements of the conceptual design. Preliminary draft layouts, (up to 3), shall be plotted by Consultant for discussion at the second project meeting. During this meeting, Consultant shall present the alternative layouts, design basis, and interactively work with the County to discuss the planned facility operations to fine tune the concept design plans. After the meeting the Consultant shall incorporate any comments and provide electronic and hard copies of the alternative site plans for review by the County. After County review, Consultant shall finalize the layouts for incorporation in the project feasibility report to be provided in Task 4.

Consultant shall perform Task 2 concurrently with Task 4, as described below and as shown in figure 2.

**Deliverables:**

- Consultant shall provide hard copy conceptual design layouts for meeting #2 of the project. These shall be provided in 22 x 34 format for discussion and markup at the meeting.
- Consultant shall provide three hard copies and electronic copies (AutoCAD and PDF) to the County for review and further comment.
- Consultant shall provide the final layouts in the project report developed in Task 4.
- Consultant shall provide layout site plans as half-size scaled (11 x 17) bound figures in the project report for convenience.

**Planned Meetings:**

- One meeting (meeting #2) at the project site by the Consultant's Senior Project Manager.

Information provided by the County at the kick off meeting to the Consultant, such as the latest aerial topographic mapping files for the site and the associated photographic plot, shall be used by the Consultant as base maps in CADD development of the conceptual design site plans.

**Task 3 – Engineer's Cost Estimate**

Based on the alternative layouts provided by the Consultant in Task 2, Consultant shall develop conceptual level capital cost estimates for the alternatives. This shall include costs to construct the TS/MRF structure, HHW facility structure, vehicle maintenance and sanitary facilities, equipment associated with the facilities, earthwork, utilities and other items that shall be part of the construction project to implement the proposed facilities. Consultant shall provide this in draft form for review by the County prior to incorporation in the draft feasibility report.

Consultant shall provide conceptual level operations and maintenance costs for the facilities but these shall be in addition to the itemized capital costs estimates. The operations and maintenance costs shall be developed for inclusion in the project feasibility report in Task 4.

Consultant shall provide conceptual level cost estimates consistent with the conceptual level of detail of the site layout plans to provide the County with an opinion of the probable cost of the facility, a comparison of the cost differences between the alternative facility configurations, and a basis for the Consultant to recommend to the County a preferred facility configuration in consideration of cost and other factors.

**Deliverables:**

- Consultant shall provide electronic copies of the draft cost estimates (Excel format) by email for review by the County.
- After the County's review of the electronic copies of the draft cost estimates, Consultant shall include the cost estimates in the draft and final feasibility study provided in Task 4.

**Planned Meetings:**

- No meeting is included in this task.

No information is required from the County in this task; however, Consultant shall welcome unit cost and other cost information from other projects constructed by the County as an indicator of construction costs in the area.

**Task 4 – Feasibility Report**

Based on the alternative layouts provided in Task 2 and cost estimates provided in Task 3 by Consultant, Consultant shall develop a report to assess the feasibility of alternative TS/MRF configurations. Consultant shall begin compilation of what they are terming a "progress" report after the design criteria is developed that can be shared with the County in a detailed outline form as the alternative layouts are developed and analyzed. This shall provide the County the opportunity to comment on the structure and methodology of the report prior to the findings being included. This shall provide for the discussion of solid waste system assumptions, design criteria, and operational strategies that shall be assumed in the study.

Consultant shall provide the draft feasibility report after County review of the conceptual layouts and cost estimate has been completed in the above tasks. Included in this task is County's review time for the draft followed by Consultant compiling the final feasibility study.

The final feasibility report shall include but not be limited to:

- A summary of the feasibility study research and methodology.
- The site plan drawings and descriptions of up to three alternative facility layouts developed in Task 2.
- The alternative cost estimates completed in Task 3.
- An implementation plan that outlines the steps that would be taken from conceptual design to project completion for each of the alternatives if there are differences between them. This shall include a projected timeline(s) and discussion of opportunities and potential barriers to implementation of the alternatives.
- Recommendations, including a recommendation for implementing a preferred alternative along with a discussion of the basis for the recommendation.

**Deliverables:**

- At the option of the County, Consultant shall provide a "progress" electronic draft report in detailed outline form for review prior to finalization of the alternative layouts and the complete draft report.
- Consultant shall provide three (3) hard copies and one electronic copy (email of PDF and associated Microsoft Word and Excel files) of the draft report to the County for review.
- After County's initial review, Consultant shall provide a screen-check (track changes version addressing County review edits and comments) electronic version for final County review.
- The Consultant, upon County's approval of the screen check version, deliver four (4) hard copies and one electronic copy (email of PDF and associated Microsoft Word and Excel files) of the final report to the County.

**Planned Meetings:**

- One meeting (meeting #3) at either County office or the County project site is included in this task.

The County shall provide review of the draft and final reports and provide hard copy markup or electronic comments on the deliverables. County comments shall be consolidated into one edited document and provide the edited document to Consultant for each deliverable listed in Task 4.

**Task 0 - Project Management**

The Consultant shall work closely with the County staff to discuss potential design/operations alternatives for a facility concept that provides a balance between cost and diversion performance of the facility. Consultant

shall present and discuss ideas based on their experience and carry on a dialogue with County operational and planning staff to plan a facility suited for the County's specific needs. Consultant's project management services include project initiation, conceptual layout, cost estimating, and the compilation of the feasibility report. The project initiation task description includes a typical project kickoff meeting at the site to discuss the project tasks and exchange information. Consultant's project management also includes an option to move right into the design at the kickoff meeting where the Consultant supplies tracing paper to use with site maps and aerial photographs to develop rough schematics of alternative facility layouts. Consultant shall verify site condition with the county and concepts for the alternative layouts shall be agreed to at the meeting.

After the kickoff meeting, Consultant shall develop design criteria and layouts for review by the County at a second meeting. Consultant shall develop a detailed report outline of the draft facility layouts to be discussed at the second meeting with the County. Following the second meeting, Consultant shall complete the conceptual design and cost estimating task to provide a draft feasibility report. The feasibility report shall discuss the design criteria for the alternatives, capital and operating costs for alternatives, project implementation issues and requirements, and a recommended strategy and facility layout. After the draft report is submitted for County review, the County and Consultant shall attend a third meeting. Consultant shall finalize the report; provide a screen-check final version for final County review and then provide the County final copies of the report.

**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. Consultant may vary the compensation for each task in Exhibit B provided that the total project compensation listed in Exhibit B is not exceeded. In addition to the aforementioned fees, Consultant shall be reimbursed the Direct Expenses, which are 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.

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. 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  
 Attention: Accounting  
 3800 Cornucopia Way, Suite C  
 Modesto, CA 95358

*(intentionally left blank)*



**EXHIBIT B**

**PRICE SCHEDULE**

**PRICE SCHEDULE:**

The Consultant shall provide all the 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	ASSIGNED STAFF	HOURLY BILLABLE RATES
Principal In Charge/QC	Tim Raibley PE	\$250.00
Senior Project Manager	Mark Urquhart PE	\$195.00
Senior Technical Specialist	John Dempsey	\$210.00
Senior CADD Technician	To be Assigned	\$115.00
Project Coordinator/Word Processing	Robbi Farrar	\$100.00
Accounting Controller	To be Assigned	\$95.00
Clerical	To be Assigned	\$66.00

**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>Project Initiation</b>	
	<i>Professional Services</i>	
	Senior Project Manager	\$2,340.00
	Senior Technical Specialist	\$ 420.00
	Direct Expenses	\$ 330.00
	<b>Subtotal</b>	<b>\$3,090.00</b>
<b>2</b>	<b>Conceptual Design</b>	
	<i>Professional Services</i>	
	Senior Project Manager	\$8,580.00
	Senior technical Specialist	\$2,730.00
	Senior CADD Technician	\$4,140.00
	Clerical	\$ 132.00
	Direct Expenses	\$1,356.00
<b>Subtotal</b>	<b>\$16,938.00</b>	
<b>3</b>	<b>Engineer's Conceptual Level Cost Estimate</b>	
	<i>Professional Services</i>	
	Principal In charge/QC	\$0.00
	Senior Project Manager	\$4,290.00
	Senior Technical Specialist	\$1,470.00
	Senior CADD Technician	\$ 460.00
	Direct Expenses	\$ 656.00
<b>Subtotal</b>	<b>\$6,876.00</b>	

Task	Description	Total Not to Exceed Price
<b>4</b>	<b>Feasibility Report</b>	
	Principal In Charge/QC	\$0.00
	Senior Project Manager	\$10,140.00
	Senior Technical Specialist	\$ 2,520.00
	Project Coordinator/word Processing	\$ 900.00
	Clerical	\$ 396.00
	Direct Expenses	\$ 1,725.00
	<b>Subtotal</b>	<b>\$15,681.00</b>
<b>0</b>	<b>Project Management</b>	
	<i>Professional Services</i>	
	Principal In Charge /QC	\$0.00
	Senior Project manager	\$3,705.00
	Senior Technical Specialist	\$ 420.00
	Accounting Controller	\$1,140.00
	Project Coordinator/Word Processing	\$ 200.00
	Direct Expenses	\$ 437.00
	<b>Subtotal</b>	<b>\$5,902.00</b>
	<b>Total Estimated Project Cost (Including Contingency Items)</b>	<b>\$48,487.00</b>

Stanislaus County - DEZ Lendell

**EXHIBIT C  
WORK SCHEDULE**

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

<b>Task</b>	<b>Description</b>	<b>Duration</b>	<b>Early Start</b>	<b>Early Finish</b>
<b>1</b>	<b>Project Initiation</b>	<b>10 working days</b>	<b>1 work day after notice to proceed start date</b>	<b>2 weeks after notice to proceed start date</b>
1a	Project Kickoff Meeting (M1)	1 day	1 day after notice to proceed start date	1 day after notice to proceed start date
1b	County provides information	5 working days	1 work day after meeting 1	5 working days after meeting 1
1c	Information Review	10 working days	1 work day after meeting 1	10 working days after meeting 1
<b>2</b>	<b>Conceptual Design</b>	<b>40 work days</b>	<b>1 work day after completion of Task 1</b>	<b>40 work days after start of this Task</b>
2a	Develop Design Criteria	10 working days	1 work day after completion of Task 1	10 work days after completion of Task 1
2b	Draft Alternative Layouts	15 working days	7 work days after start of subtask 2a	15 work days after start of this subtask
2c	Meeting 2	1 day	Last day of subtask 2b	Last day of subtask 2b
2d	County Review	10 working days	1 work day after subtask 2c	10 work days after start of this subtask.
2e	Finalize Layouts	10 working days	1 work day after subtask 2d	10 work days after start of this subtask
<b>3</b>	<b>Engineer's Cost Estimates</b>	<b>20 work days</b>	<b>1 work day after meeting 2</b>	<b>20 work days after start of this Task</b>
3a	Draft preliminary cost estimates	5 working days	1 work day after subtask 2c	5 work days after start of this subtask
3b	County Review	10 working days	1 work day after subtask 2c	10 work days after start of this subtask
3c	Finalize Preliminary Cost Estimate	5 working days	6 work days after completion of subtask 3b	5 work days after start of this subtask
<b>4</b>	<b>Feasibility Report</b>	<b>60 work days</b>	<b>1 work day after completion of subtask 2a</b>	<b>60 work days after start of this Task</b>
4a	Progress Rough Draft Feasibility Report	15 working days	1 work day after completion of subtask 2a	15 work days after start of this subtask
4b	Discuss at Meeting (M2)	1 day	See subtask 2c	See subtask 2c
4c	County Review	10 working days	1 work day after completion of subtask 4a	10 work days after start of this subtask
4d	Draft Feasibility Report (M3)	20 working days	1 work day after subtask 3b	20 work days after start of this subtask
4e	Meeting 3	1 day	5 work days after completion of subtask 4d	5 work days after completion of subtask 4d

Stanbass County Dept. Law/Info

<b>Task</b>	<b>Description</b>	<b>Duration</b>	<b>Early Start</b>	<b>Early Finish</b>
<b>4</b>	<b>Feasibility Report (continued...)</b>	<b>60 work days</b>	<b>1 work day after completion of subtask 2a</b>	<b>60 work days after start of this Task</b>
<b>4f</b>	<b>County Review</b>	<b>10 working days</b>	<b>1 work day after completions of subtask 4d</b>	<b>10 work days after start of this subtask</b>
<b>4g</b>	<b>Final Feasibility Report</b>	<b>10 working days</b>	<b>1 work day after completion of subtask 4f</b>	<b>10 work days after start of this subtask</b>
<b>0</b>	<b>Project Management and QC</b>	<b>5 working days</b>	<b>1 work day after start of notice to proceed</b>	<b>5 work days after start of this subtask</b>
	<b>Project Guide</b>	<b>5 working days</b>	<b>1 work day after start of notice to proceed</b>	<b>5 work days after start of this subtask</b>

Stanislaus County - DEE-Lanette



DEPARTMENT OF ENVIRONMENTAL RESOURCES  
3800 Cornucopia Way, Suite C,  
Modesto, Ca 95358-9492  
Phone: (209) 525-6700  
Fax: (209) 525-6774

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and HDR Engineering, Inc., hereinafter referred to as "Consultant".

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

1.1. Scope of Services: Consultant shall provide the professional services described in Exhibits "A" attached hereto and incorporated herein by reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the Scope of Services and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

**2.0 COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B",

attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Forty-Eight Thousand Four Hundred and Eighty-Seven Dollars (\$48,487.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized amendment, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

### 3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "C", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### 4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence April 27, 2009 and end on December 31, 2009, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "B". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. 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.

**5.0 INSURANCE REQUIREMENTS**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

- (a) Comprehensive general liability, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. 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.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), per claim. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. 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.
- (e) 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.

5.3. Deductibles: 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.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant 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.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: 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. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. 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.

5.7. Cancellation of Insurance: 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.

5.8. California Admitted Insurer: 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.

5.9. Subcontractors: 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.

5.10. Certificates of Insurance: 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.

## 6.0 INDEMNIFICATION

6.1. Indemnification: 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, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged 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.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense 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.

6.3. 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.

6.4. 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.

## 7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.



7.3. Project Managers: County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

a. Project Manager: Mark Urquhart (916) 817-4933

b. Lead/Manager: Tim Raibley (916) 817-4914

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

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

If to Consultant: HDR Engineering, Inc.  
2365 Iron Road, Suite 300  
Folsom, CA 95630  
Attn: Tim Raibley

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns

to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.14. 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.

7.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.18. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.19. Amendments: Only a written Amendment executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.20. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

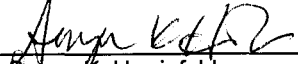
7.21. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.22. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.23. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS  
Department of Environment Resources

By:   
Sonya K. Harrigfeld  
Director

Date: 4/22/09

HDR Engineering, Inc.

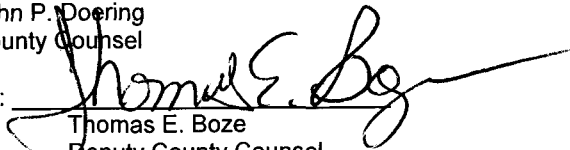
By:   
Design Professional, P.E.

Corporate Title: VICE PRESIDENT

Date: 4/21/09

APPROVED AS TO FORM:

John P. Doering  
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, which was purchased by Stanislaus County. The original landfill, identified 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 (WTE) facility. The plant began operations in October 1989, and burns an average of 800 tons of municipal solid waste (MSW) per day.

In conjunction with the construction of the WTE 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 WTE facility. 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. It 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. In August of 1993 waste was disposed of in LF-2. Currently this Class III Landfill receives approximately 450 tons of MSW per day although during periods of WTE outages, this throughput increases to roughly 1,250 tons per day. The existing footprint of the landfill has a remaining capacity of approximately 15 years, however, the Board of Supervisors has made maximizing the remaining landfill capacity a priority. As such, the Board wishes to evaluate the incorporation of a transfer station/MRF to extend the life of the landfill even further and better serve the western portion of the County. This feasibility study is a necessary step in addressing this priority. Further, County staff views this as an opportunity to divert public customers away from the active face of the landfill thereby improving safety. There are three existing privately owned and operated transfer stations in the County, two in Modesto and one in Turlock, with the latter being the closest at roughly 18 miles away. Because of this distance, these facilities do not conveniently serve the western portion of the County.

In May 2008, a Waste Characterization Study was completed for Stanislaus County. The Study indicates the following tonnages are brought to the Landfill which contain a high percentage of recyclable materials:

•	Public Self-Haul:	Approximately 120 TPD
•	Drop Box (roll-off) loads:	Approximately 60 TPD
•	Residential loads*:	Approximately 37 TPD
•	Commercial loads*:	<u>Approximately 16 TPD</u>
TOTAL:		Approximately 230 TPD

\*Material arrives in commercial side- or front-loader vehicles.

The Waste Characterization Study looked at both what goes to the landfill and the waste-to-energy facility, but 100% of the public self-haul loads that come in go to the landfill. Franchise haulers are allowed at the waste-to-energy facility; whereas everyone else is directed to the landfill (there is no public traffic that is allowed at the waste-to-energy facility). Franchise haulers come from their transfer station to bring what doesn't get recycled. They put their burnables to one side and then their landfill deposits to another. Some of the study was a check up on the transfer stations making sure they were doing a good job in capturing recyclables before it gets to locations at the Fink Road Landfill, which they are.

The Study also looked at the waste that is hauled from the residential and commercial streams on the West Side of the County. Most of this waste typically goes to the waste-to-energy facility. Our goal with this transfer station/MRF is ultimately to include those vehicles that are coming in with residential and commercial loads.

In the long-term, the County would hope to capture all four of the line items (waste streams) identified above. The County would start with public self-haul. The next target, if the County did not do both initially, would be the drop box loads followed by the other two waste streams (residential and commercial haulers). The County's top priority is the self-haul and then the drop boxes.

Note: Public Self-Haul includes both "Mom and Pop" and "Nonfranchised" waste loads (meaning business hauling their own waste).

Currently, when waste arrives at the landfill scalehouse, it gets disposed of, except for white goods, tires and e-waste. Although the numbers in the Study indicate that the County's landfill receives a lot of wood waste at this facility, particularly with self-hauled loads and from drop boxes, wood waste is not diverted to biomass.

An Initial Study and Negative Declaration for a project, which included incorporating a transfer station at the Fink Road Landfill, was prepared in 2005 by EDAW and was adopted by the Board of Supervisors on October 17, 2006.

**B. SCOPE OF SERVICES**

The Consultant shall provide all the labor, material and equipment to conduct a feasibility study that examines options, proposes solutions and delivers the following:

Deliverables

- Evaluate the viability of a small volume transfer station/MRF and household hazardous waste drop-off location at the Fink Road Landfill (small volume meaning of a size that would accommodate the 230 TPD identified under "Background" above, together with an allowance for population growth);
- Produce up to three conceptual/alternative facility layouts and assist County Staff in making a systematic comparison of the alternatives;
- If a recommended design is made from the three-conceptual/alternative facility layouts, Consultant shall state the basis for the selection/recommendation.
- Provide engineers cost estimates up to the preliminary engineering stage design of the transfer stations/MRF;
- Implementation plan that outlines the steps/approach that would be taken from conceptual design to project completion for each of the three conceptual/alternative facility layouts if there is variation between them;
- Provide cost estimates for annual facility operation and maintenance, given the results of the waste composition study and current markets for those materials which the County intends to divert, assuming the facility would be County operated;
- Produce and submit a final report that summarizes the feasibility study methodology, presents findings, summarizes the research, identifies opportunities and potential barriers, and presents recommendations and includes the implementation plans and estimated cost for the recommended options.

Conceptual Design

The Consultant shall produce up to three-conceptual/alternative facility designs/layouts, which shall include but not be limited to the following:

1. Proposed layouts of the facility(ies) and all major ancillary components of the project.
2. Facilitating (requiring) public customers to separately unload materials that can easily be diverted\*\* (wood, yard waste, ferrous metals, OCC, and possibly mixed paper and mixed plastics) prior to unloading the remaining mixed refuse. Ideally the design should take into consideration the customers being required to stop and wait for an attendant to evaluate their load before entering the transfer building itself.

\*\*A target waste diversion goal from the public self-haul stream is 50%. Please refer to the Waste Composition Study information found under "Background," above. Initially, the County would first divert public self-haul loads to the transfer station/MRF.

3. A facility large enough to accommodate the sum total of the waste streams listed above and designed such that future growth, including a sort line if it were so desired, could be retrofitted/incorporated relatively easily. Currently the facility receives an average of 7-drop box loads/day, 2 residential loads/day and 1-2 commercial loads/day. Please refer to the Waste Composition Study information found under "Background," above.
4. A building design that has solid walls on no more than two sides (if solid walls are included in the proposed design). Essentially a covered, open-air facility is what is desired. This concept was arrived at after County staff toured the Delano Transfer station in Kern County and the Kerman facility in Fresno County. In the Delano facility the customer did a large part of the work themselves and they achieved a 60% diversion rate given that a good percentage of their incoming traffic is self hauled and it is a low tech facility with three employees.

5. The HHW portion of the facility should be designed as a drop-off location for batteries, oil, paint, electronic and universal wastes. The amount of material that is estimated to be received would be commensurate with a small volume transfer station/MRF that receives an average of 83 public customers/day. It has not yet been determined how many days/week the HHW facility will be open to the public.
6. The facility should also include a maintenance area, a unisex restroom sized to meet current building code requirements and an office space (approx. 10' x10'). The maintenance area is envisioned to be a 40' x 60' pole barn (approximately) designed with a concrete floor that can be closed on one end for storage and should also include one service bay that accommodates both light and heavy equipment. The service bay should allow for future expansion of additional service bays at a later date. Only minor repairs will be performed on site. The floor should have the capability of withstanding at least 130,000 pounds in the bay (for heavy equipment).
7. Note that the facility(ies) will most likely be located on property the County owns that is contiguous with the landfill boundary to the west where the Land Use Designation is currently Agriculture. The construction of a separate (paved) entrance road may be required and existing fencing may need to be relocated and replaced/installed in order to enclose the area. Please identify the total amount of area that will be needed for each conceptual/alternative complete facility layout.

#### Engineers Cost Estimate

Consultant shall include cost estimates and a breakdown of costs for the transfer facility, the HHW facility, the maintenance area, a new entrance road (if included) and fencing (if included).

#### A Final Feasibility Report

Consultant shall provide a final feasibility study report that summarizes the feasibility study methodology, findings, research, opportunities and potential barriers, and recommendations. The report shall also include the implementation plan and estimated cost for the recommended option.

#### Tasks

The Consultant shall perform the following tasks:

##### Task 1 – Project Initiation

Consultant shall attend a project kickoff meeting at the County site to discuss the project with the County staff. Consultant shall provide an agenda prior to the meeting for review by the County. The meeting shall include a discussion of the scope of services, background information that is required and available, concept ideas for the facility, design criteria to be employed, lines of communications and the next steps on the project. The Consultant's and County's exchange and review of information shall be the basis for the analysis to be performed in the following tasks.

##### Assumptions:

- County provides agreed upon requested information to the Consultant one week after the initial meeting.
- Consultant completes review of the information provided by the County one week after the County delivers the information to the Consultant. This review is of the information is completed prior to the Consultant proceeding further with the conceptual design work for the project.

##### Deliverables:

- Consultant shall draft and final agenda and minutes from the meeting.
- Consultant shall circulate agenda and minutes by email.
- Consultant shall develop a project guide as part of the Consultant's quality control and project management policies.

##### Planned Meeting:

- One meeting at the County project site. Consultant's Senior Project Manager shall attend this meeting.

County shall provide a meeting space at the site and attend the kickoff meeting. County shall comment (if needed) on the agenda and minutes, and have copies of information such as the latest aerial topographic

mapping files for the site and the associated aerial photographic plot related to the project available in hard copy and electronic formats for Consultant's use throughout the project.

Option: County and Consultant rough out layouts at this meeting to gain County input at the initiation of the project. Two Consultant staff shall attend the meeting and directly work up layout concepts on tracing paper over the site base topographic map. County shall provide Consultant with the topographic map of the site (prefer electronic), scaled aerial photo, if available, and site traffic and tonnage information prior to or at the meeting to develop design criteria used in the layout process.

#### Task 2 – Conceptual Design

Consultant shall develop detailed design criteria to form the basis for the conceptual layouts. (If the optional layout work is performed in Task 1, this would be a refinement of the design criteria developed in Task 1.) This shall include a compilation of site user traffic and tonnage information compiled in spreadsheet tables to analyze the space required for the Transfer Station/Material Recovery Facility (TS/MRF) tipping floor and other functional elements of the conceptual design. Preliminary draft layouts, (up to 3), shall be plotted by Consultant for discussion at the second project meeting. During this meeting, Consultant shall present the alternative layouts, design basis, and interactively work with the County to discuss the planned facility operations to fine tune the concept design plans. After the meeting the Consultant shall incorporate any comments and provide electronic and hard copies of the alternative site plans for review by the County. After County review, Consultant shall finalize the layouts for incorporation in the project feasibility report to be provided in Task 4.

Consultant shall perform Task 2 concurrently with Task 4, as described below and as shown in figure 2.

#### Deliverables:

- Consultant shall provide hard copy conceptual design layouts for meeting #2 of the project. These shall be provided in 22 x 34 format for discussion and markup at the meeting.
- Consultant shall provide three hard copies and electronic copies (AutoCAD and PDF) to the County for review and further comment.
- Consultant shall provide the final layouts in the project report developed in Task 4.
- Consultant shall provide layout site plans as half-size scaled (11 x 17) bound figures in the project report for convenience.

#### Planned Meetings:

- One meeting (meeting #2) at the project site by the Consultant's Senior Project Manager.

Information provided by the County at the kick off meeting to the Consultant, such as the latest aerial topographic mapping files for the site and the associated photographic plot, shall be used by the Consultant as base maps in CADD development of the conceptual design site plans.

#### Task 3 – Engineer's Cost Estimate

Based on the alternative layouts provided by the Consultant in Task 2, Consultant shall develop conceptual level capital cost estimates for the alternatives. This shall include costs to construct the TS/MRF structure, HHW facility structure, vehicle maintenance and sanitary facilities, equipment associated with the facilities, earthwork, utilities and other items that shall be part of the construction project to implement the proposed facilities. Consultant shall provide this in draft form for review by the County prior to incorporation in the draft feasibility report.

Consultant shall provide conceptual level operations and maintenance costs for the facilities but these shall be in addition to the itemized capital costs estimates. The operations and maintenance costs shall be developed for inclusion in the project feasibility report in Task 4.

Consultant shall provide conceptual level cost estimates consistent with the conceptual level of detail of the site layout plans to provide the County with an opinion of the probable cost of the facility, a comparison of the cost differences between the alternative facility configurations, and a basis for the Consultant to recommend to the County a preferred facility configuration in consideration of cost and other factors.

Deliverables:

- Consultant shall provide electronic copies of the draft cost estimates (Excel format) by email for review by the County.
- After the County's review of the electronic copies of the draft cost estimates, Consultant shall include the cost estimates in the draft and final feasibility study provided in Task 4.

Planned Meetings:

- No meeting is included in this task.

No information is required from the County in this task; however, Consultant shall welcome unit cost and other cost information from other projects constructed by the County as an indicator of construction costs in the area.

Task 4 – Feasibility Report

Based on the alternative layouts provided in Task 2 and cost estimates provided in Task 3 by Consultant, Consultant shall develop a report to assess the feasibility of alternative TS/MRF configurations. Consultant shall begin compilation of what they are terming a "progress" report after the design criteria is developed that can be shared with the County in a detailed outline form as the alternative layouts are developed and analyzed. This shall provide the County the opportunity to comment on the structure and methodology of the report prior to the findings being included. This shall provide for the discussion of solid waste system assumptions, design criteria, and operational strategies that shall be assumed in the study.

Consultant shall provide the draft feasibility report after County review of the conceptual layouts and cost estimate has been completed in the above tasks. Included in this task is County's review time for the draft followed by Consultant compiling the final feasibility study.

The final feasibility report shall include but not be limited to:

- A summary of the feasibility study research and methodology.
- The site plan drawings and descriptions of up to three alternative facility layouts developed in Task 2.
- The alternative cost estimates completed in Task 3.
- An implementation plan that outlines the steps that would be taken from conceptual design to project completion for each of the alternatives if there are differences between them. This shall include a projected timeline(s) and discussion of opportunities and potential barriers to implementation of the alternatives.
- Recommendations, including a recommendation for implementing a preferred alternative along with a discussion of the basis for the recommendation.

Deliverables:

- At the option of the County, Consultant shall provide a "progress" electronic draft report in detailed outline form for review prior to finalization of the alternative layouts and the complete draft report.
- Consultant shall provide three (3) hard copies and one electronic copy (email of PDF and associated Microsoft Word and Excel files) of the draft report to the County for review.
- After County's initial review, Consultant shall provide a screen-check (track changes version addressing County review edits and comments) electronic version for final County review.
- The Consultant, upon County's approval of the screen check version, deliver four (4) hard copies and one electronic copy (email of PDF and associated Microsoft Word and Excel files) of the final report to the County.

Planned Meetings:

- One meeting (meeting #3) at either County office or the County project site is included in this task.

The County shall provide review of the draft and final reports and provide hard copy markup or electronic comments on the deliverables. County comments shall be consolidated into one edited document and provide the edited document to Consultant for each deliverable listed in Task 4.

Task 0 - Project Management

The Consultant shall work closely with the County staff to discuss potential design/operations alternatives for a facility concept that provides a balance between cost and diversion performance of the facility. Consultant



shall present and discuss ideas based on their experience and carry on a dialogue with County operational and planning staff to plan a facility suited for the County's specific needs. Consultant's project management services include project initiation, conceptual layout, cost estimating, and the compilation of the feasibility report. The project initiation task description includes a typical project kickoff meeting at the site to discuss the project tasks and exchange information. Consultant's project management also includes an option to move right into the design at the kickoff meeting where the Consultant supplies tracing paper to use with site maps and aerial photographs to develop rough schematics of alternative facility layouts. Consultant shall verify site condition with the county and concepts for the alternative layouts shall be agreed to at the meeting.

After the kickoff meeting, Consultant shall develop design criteria and layouts for review by the County at a second meeting. Consultant shall develop a detailed report outline of the draft facility layouts to be discussed at the second meeting with the County. Following the second meeting, Consultant shall complete the conceptual design and cost estimating task to provide a draft feasibility report. The feasibility report shall discuss the design criteria for the alternatives, capital and operating costs for alternatives, project implementation issues and requirements, and a recommended strategy and facility layout. After the draft report is submitted for County review, the County and Consultant shall attend a third meeting. Consultant shall finalize the report; provide a screen-check final version for final County review and then provide the County final copies of the report.

**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. Consultant may vary the compensation for each task in Exhibit B provided that the total project compensation listed in Exhibit B is not exceeded. In addition to the aforementioned fees, Consultant shall be reimbursed the Direct Expenses, which are 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.

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. 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  
Attention: Accounting  
3800 Cornucopia Way, Suite C  
Modesto, CA 95358

*(intentionally left blank)*

**EXHIBIT B**

**PRICE SCHEDULE**

**PRICE SCHEDULE:**

The Consultant shall provide all the 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	ASSIGNED STAFF	HOURLY BILLABLE RATES
Principal In Charge/QC	Tim Raibley PE	\$250.00
Senior Project Manager	Mark Urquhart PE	\$195.00
Senior Technical Specialist	John Dempsey	\$210.00
Senior CADD Technician	To be Assigned	\$115.00
Project Coordinator/Word Processing	Robbi Farrar	\$100.00
Accounting Controller	To be Assigned	\$95.00
Clerical	To be Assigned	\$66.00

**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>Project Initiation</b>	
	<i>Professional Services</i>	
	Senior Project Manager	\$2,340.00
	Senior Technical Specialist	\$ 420.00
	Direct Expenses	\$ 330.00
	<b>Subtotal</b>	<b>\$3,090.00</b>
<b>2</b>	<b>Conceptual Design</b>	
	<i>Professional Services</i>	
	Senior Project Manager	\$8,580.00
	Senior technical Specialist	\$2,730.00
	Senior CADD Technician	\$4,140.00
	Clerical	\$ 132.00
	Direct Expenses	\$1,356.00
	<b>Subtotal</b>	<b>\$16,938.00</b>
<b>3</b>	<b>Engineer's Conceptual Level Cost Estimate</b>	
	<i>Professional Services</i>	
	Principal In charge/QC	\$0.00
	Senior Project Manager	\$4,290.00
	Senior Technical Specialist	\$1,470.00
	Senior CADD Technician	\$ 460.00
	Direct Expenses	\$ 656.00
	<b>Subtotal</b>	<b>\$6,876.00</b>

Task	Description	Total Not to Exceed Price
<b>4</b>	<b>Feasibility Report</b>	
	Principal In Charge/QC	\$0.00
	Senior Project Manager	\$10,140.00
	Senior Technical Specialist	\$ 2,520.00
	Project Coordinator/word Processing	\$ 900.00
	Clerical	\$ 396.00
	Direct Expenses	\$ 1,725.00
	<b>Subtotal</b>	<b>\$15,681.00</b>
<b>0</b>	<b>Project Management</b>	
	<i>Professional Services</i>	
	Principal In Charge /QC	\$0.00
	Senior Project manager	\$3,705.00
	Senior Technical Specialist	\$ 420.00
	Accounting Controller	\$1,140.00
	Project Coordinator/Word Processing	\$ 200.00
	Direct Expenses	\$ 437.00
	<b>Subtotal</b>	<b>\$5,902.00</b>
	<b>Total Estimated Project Cost (Including Contingency Items)</b>	<b>\$48,487.00</b>

**EXHIBIT C**

**WORK SCHEDULE**

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

<b>Task</b>	<b>Description</b>	<b>Duration</b>	<b>Early Start</b>	<b>Early Finish</b>
<b>1</b>	<b>Project Initiation</b>	<b>10 working days</b>	<b>1 work day after notice to proceed start date</b>	<b>2 weeks after notice to proceed start date</b>
1a	Project Kickoff Meeting (M1)	1 day	1 day after notice to proceed start date	1 day after notice to proceed start date
1b	County provides information	5 working days	1 work day after meeting 1	5 working days after meeting 1
1c	Information Review	10 working days	1 work day after meeting 1	10 working days after meeting 1
<b>2</b>	<b>Conceptual Design</b>	<b>40 work days</b>	<b>1 work day after completion of Task 1</b>	<b>40 work days after start of this Task</b>
2a	Develop Design Criteria	10 working days	1 work day after completion of Task 1	10 work days after completion of Task 1
2b	Draft Alternative Layouts	15 working days	7 work days after start of subtask 2a	15 work days after start of this subtask
2c	Meeting 2	1 day	Last day of subtask 2b	Last day of subtask 2b
2d	County Review	10 working days	1 work day after subtask 2c	10 work days after start of this subtask.
2e	Finalize Layouts	10 working days	1 work day after subtask 2d	10 work days after start of this subtask
<b>3</b>	<b>Engineer's Cost Estimates</b>	<b>20 work days</b>	<b>1 work day after meeting 2</b>	<b>20 work days after start of this Task</b>
3a	Draft preliminary cost estimates	5 working days	1 work day after subtask 2c	5 work days after start of this subtask
3b	County Review	10 working days	1 work day after subtask 2c	10 work days after start of this subtask
3c	Finalize Preliminary Cost Estimate	5 working days	6 work days after completion of subtask 3b	5 work days after start of this subtask
<b>4</b>	<b>Feasibility Report</b>	<b>60 work days</b>	<b>1 work day after completion of subtask 2a</b>	<b>60 work days after start of this Task</b>
4a	Progress Rough Draft Feasibility Report	15 working days	1 work day after completion of subtask 2a	15 work days after start of this subtask
4b	Discuss at Meeting (M2)	1 day	See subtask 2c	See subtask 2c
4c	County Review	10 working days	1 work day after completion of subtask 4a	10 work days after start of this subtask
4d	Draft Feasibility Report (M3)	20 working days	1 work day after subtask 3b	20 work days after start of this subtask
4e	Meeting 3	1 day	5 work days after completion of subtask 4d	5 work days after completion of subtask 4d

<b>Task</b>	<b>Description</b>	<b>Duration</b>	<b>Early Start</b>	<b>Early Finish</b>
<b>4</b>	<b>Feasibility Report (continued...)</b>	<b>60 work days</b>	<b>1 work day after completion of subtask 2a</b>	<b>60 work days after start of this Task</b>
4f	County Review	10 working days	1 work day after completions of subtask 4d	10 work days after start of this subtask
4g	Final Feasibility Report	10 working days	1 work day after completion of subtask 4f	10 work days after start of this subtask
<b>0</b>	<b>Project Management and QC</b>	<b>5 working days</b>	<b>1 work day after start of notice to proceed</b>	<b>5 work days after start of this subtask</b>
	Project Guide	5 working days	1 work day after start of notice to proceed	5 work days after start of this subtask



DEPARTMENT OF ENVIRONMENTAL RESOURCES  
3800 Cornucopia Way, Suite C,  
Modesto, Ca 95358-9492  
Phone: (209) 525-6700  
Fax: (209) 525-6774

**AMENDMENT NO. 1  
TO  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

**HDR ENGINEERING, INC.**

This Amendment No. 1 to the Agreement for Professional Design Services ("Amendment No. 1") by and between the COUNTY OF STANISLAUS ("County") and HDR ENGINEERING, INC. ("Consultant") is made and entered into on December 17, 2009.

Whereas, the County and Consultant entered into an Agreement for Professional Design Services dated April 22, 2009 ("the Agreement"), and

Whereas, Section 7.19 – "Amendments" of the Agreement, provides that the Agreement may be amended in writing by the parties; and

Whereas, Section 4.1 – "Term" states that the Agreement shall end on December 31, 2009, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties; and

Whereas, the County has a need to extend the Agreement to allow for feasibility study to be presented to the County Board of Supervisor; 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 4.1 is amended as follows:

"TERM: The initial term of the Agreement shall commence on April 27 2009 and end after the feasibility study is presented to the County Board of Supervisors, unless previously terminated as provided herein, or as otherwise agreed to in writing by the parties.

- 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 Environment Resources

By: [Signature]  
Sonya K. Harrigfeld  
Director

Date: 12/17/09

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: [Signature]  
Thomas E. Boze  
Deputy County Counsel

HDR Engineering, Inc.

By: [Signature]  
Design Professional, P.E.

Corporate Title: VICE PRESIDENT  
Date: 12/17/09