

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-2

Urgent

Routine

AGENDA DATE November 24, 2009

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Award a Contract for Design and Engineering Services for Improvements at the Stanislaus County Honor Farm Waste Water Treatment Facility to Nolte Associates, Inc. of Manteca, California

STAFF RECOMMENDATIONS:

1. Approval to award a contract for design and engineering services for improvements at the Stanislaus County Honor Farm Waste Water Treatment Facility to Nolte Associates, Inc. of Manteca, California, for the lump sum amount not to exceed \$28,000.
2. Authorize the Project Manager to negotiate and sign contracts and work authorizations necessary to manage the design phase including construction management, professional services, and other project related expenses as necessary to manage the project as long as the costs are within the project budget as approved by the Board of Supervisors.

FISCAL IMPACT:

On September 29, 2009, the Board of Supervisors authorized the Chief Executive Office to amend the request for proposals (RFP) for design and engineering services for improvements at the Stanislaus County Honor Farm Waste Water Treatment Facility (HFWWTF), and authorized the Project Manager to accept and open proposals on October 29, 2009, immediately after 2:00 p.m., and return to the Board to recommend an award.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-772

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

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:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT (Continued):

On October 29, 2009, one proposal was received and opened. A team reviewed the proposal submitted by Nolte Associates, Inc of Manteca, California, and determined the respondent was qualified. The proposal submitted by Nolte Associates, Inc. was \$28,000 and is within the project budget previously approved by the Board of Supervisors.

At this time the Chief Executive Office is returning to the Board for approval to award a contract for design and engineering services for design and engineering services for improvements at the Stanislaus County Honor Farm Waste Water Treatment Facility to Nolte Associates, Inc. of Manteca, California, for the lump sum amount not to exceed \$28,000.

The total estimated cost for improvements at the Stanislaus County HFWWTF was originally estimated not to exceed \$362,791. Of the total amount, \$235,000 was allocated in the 2008-2009 Chief Executive Office Plant Acquisition budget for deferred maintenance of county facilities, and \$127,791 was allocated in the 2009-2010 Chief Executive Office Plant Acquisition budget for deferred maintenance of county facilities.

Staff from the Stanislaus County Public Works Division will assist the Chief Executive Office in the management of project. The Chief Executive Office will return to the Board prior to beginning the construction phase of the project and will seek Board approval for expenditures associated with the construction phase of the project.

DISCUSSION:

The Stanislaus County Honor Farm was constructed in the 1960's and is situated on the San Joaquin River near Grayson. The Honor Farm is a minimum-security facility for sentenced and qualifying un-sentenced adult male inmates.

The major objective of the project is to ensure the HFWWTF operates within regulatory requirements.

The HFWWTF is operating under a permit with the State of California Regional Water Quality Control Board (RWQCB) and processes all of the raw sewage for the Stanislaus County Honor Farm. Currently, urgent repairs are needed HFWWTF.

Previously, the Stanislaus County Sheriff's Department entered into a professional services agreement with Jared Steeley Wastewater/Water Consulting and Operations to identify and evaluate deficiencies associated with

the WWTP, its collection, holding and discharge facilities. Pursuant to the scope of work (SOW), the evaluation would also recommend options to mitigate the deficiencies identified at the HFWWTF.

On August 31, 2008, Jared Steeley Wastewater/Water Consulting and Operations submitted a Final Assessment Report which identified the following major deficiencies and repair recommendations at the HFWWTF:

Major Finding	Repair Recommendation
Unsafe Electrical System	Replace electrical distribution systems used in the HFWWTF. Replace electrical conduits, wiring, switches and controls. Add additional site lighting for safety after hours
Accumulation of Sludge in Aeration Pond	Remove sludge that has built up on the bottom of the aeration pond. Identify best method to remove and dispose of sludge design engineering phase
Erosion of Aeration Pond Banks	Repair the erosion of the aeration pond banks and line banks
Mechanical System Upgrades	Replace aerator and mixer tie-down points on banks that are exposed and near failure due to bank erosion. Replace existing aerators and mixers
Out of Safety Compliance	Install signage around the perimeter of site and aeration pond. Install life jackets along the perimeter fence as required by OSHA and the RWQCB

The project design engineer will be expected to perform engineering functions and prepare a Master Plan for improvements at the HFWWTF. The Master Plan will include developing a program for repairing the facility to operate efficiently for the next 15 years and to comply with regulatory requirements. The Master Plan will also include a master schedule to include phases of repair if appropriate, estimates of the probable cost of construction by phase, and provide assistance to the County to obtain reviews from appropriate Governmental Agencies.

Staff from the Stanislaus County Public Works Division will assist the Chief Executive Office in the management of project.

POLICY ISSUES:

The Board should consider if approval of the project supports the Board's stated priorities of *Efficient deliver of public services* and *A safe community*.

STAFFING IMPACT:

Existing Chief Executive Office Capital Projects, Public Works and General Services Agency staff will assist with project management and coordination of the project in partnership with the Sheriff's Honor Farm staff.

FORM OF PROFESSIONAL SERVICES AGREEMENT

This Agreement For **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Nolte Associates, Inc.** ("Consultant"), on NOV 24 2009, 2009.

Introduction

WHEREAS, the County has a need for professional services relating to the **Master Planning for the Repair of the Wastewater Treatment Facility at the Stanislaus County Honor Farm in Modesto, CA**; and

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

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

Terms and Conditions

1. Scope of Work

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

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, provided that any use of such work for any purposes other than those provided in this Agreement shall be without risk or liability to Consultant.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work to be developed by the consultant and County

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 If the Consultant deems it appropriate to employ a subconsultant in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment.

2. Compensation

2.1 The Consultant shall be compensated on a **LUMP SUM Amount of Twenty Eight Thousand and no/100 Dollars (\$ 28,000.00)** for services. Consultant's costs, which are normally considered to be "reimbursable expenses," such as copying charges, travel and hotel expenses are included within the hourly rate charged by Consultant and Consultant shall not be entitled to separate or additional reimbursement of any reimbursable expenses.

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

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

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

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below.

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

3.3 The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.4 At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates **Alison Furuya**, Project Manager. Owner hereby designates **Patricia Hill Thomas**. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. Required Licenses, Certificates and Permits

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

6. Office Space, Supplies, Equipment, Etc.

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

7. Insurance

7.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 **General Liability.** Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than One Million Dollars (\$1,000,000)** per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 **Professional Liability Insurance.** Professional errors and omissions (malpractice) liability insurance with limits of **no less than One Million Dollars (\$1,000,000) aggregate.** Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 **Automobile Liability Insurance.** If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury

and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retention's 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 retention's 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 retention's, 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.

7.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its Board, officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its Board, 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.

7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County or County's Board, officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

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

7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be 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.

7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; except as otherwise expressly approved by the County.

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

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

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

8. INDEMNIFICATION

8.1. 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.

8.2. 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. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

8.3. 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.

8.4. 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.

9. Status of Consultant

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

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

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

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

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

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

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

10. Records and Audit

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

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

11. Nondiscrimination

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

12. Assignment

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

13. Waiver of Default

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

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall

be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
1010 10th Street, Suite 6800
Modesto, CA 95354
(209) 525-6333 (phone)

To Consultant: Nolte Associates, Inc
1215 West Center Street, Suite 201
Manteca, CA 95337-4311
1.209.824.3237 Phone
1.209.239.4166 Fax
Alison.furuya@nolte.com Email

15. Conflicts

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

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

19. Entire Agreement

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

20. Construction

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

21. Governing Law and Venue

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

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

COUNTY OF STANISLAUS By: <u>Patricia Johnson</u> "County"	NOLTE ASSOCIATES, INC By: <u>[Signature]</u> "Consultant"
APPROVED AS TO FORM: By: <u>[Signature]</u> John P. Doering, County Counsel	

EXHIBIT A

SCOPE OF SERVICES

The Project will be located on property owned by the County of Stanislaus at the Stanislaus County Honor Farm in Modesto, CA. The Project budget will be determined during the development of the Master Plan. Because the Honor Farm may be in use by the County for another 15 years, the wastewater treatment plan may require both immediate and long term improvements. The enclosed Final Assessment Report entitled Waste Facility Evaluation by Jared Steeley Wastewater Consulting describes the current situation at the Waste Facility.

All work shall comply with all applicable laws and regulations, including, where applicable, laws requiring the payment of prevailing wages as set forth in Labor Code Section 1770 et seq.

The successful Engineer will be expected to perform Engineering functions including, but not limited to:

The Honor Farm Wastewater Treatment Facility (WWTF) requires immediate and long term repairs. Previous reports have identified several improvements, as well as new and changed maintenance procedures, for the WWTF. These findings and recommendations are separated into maintenance and facility improvement categories and are summarized in Table 1.

**TABLE 1
HONOR FARM WASTEWATER TREATMENT FACILITY
RECOMMENDED IMPROVEMENTS**

Process Area	Category	
	Maintenance	Facility Improvements
Flow Measurement	1. Calibration of flow meter	1. Re-location of flow meter
Collection System	1. Weekly inspection of collection lines 2. Development of a sewer overflow plan 3. Potential CCTV of lines	1. Separate plumbing of storm lines
Lift Station	1. Regular cleaning of lift station sump 2. Add locks to lift station lids 3. Add life preservers at each side of ponds	1. Increase separation of pump control float switches
Treatment Facility	1. Regular maintenance and cleaning of aerators 2. Clear areas of weeds and debris 3. Improve reporting practices	1. Removal of sludge from aerated treatment pond 2. Fence all ponds and add proper signage 3. Replacement of existing electrical panels, wiring, conduits, and controls 4. Armoring of the aerated pond for erosion control 5. Addition of crushed rock to access roads to prevent erosion and rutting 6. Improve flexibility for operating treatment system 7. Installation of a downgradient groundwater monitoring well

Preparation of a Master Plan for improvements to the WWTF to allow for efficient operation of the facility for the next fifteen years will be completed for the County. A scope of services outlining specific tasks required for this project is summarized below.

Scope of Services

Task 1 – Project Management

Project management includes supervision and scheduling of project staff, review of work prepared by staff and subconsultants, project coordination, liaison with the County stakeholders and regulatory agencies, monitoring of budget, corresponding with County staff. This task is designed to keep the County fully informed of the progress of the project and to also provide oversight of project schedule and budget.

1.1 Meetings

Meetings will be held with County staff during preparation of the Master Plan. Typical agenda items will include status of document, unresolved project issues, project schedule, and budget status. Meeting minutes will be prepared by Nolte and submitted to the County within one (1) week following the meeting. For review meetings, documentation will be submitted by Nolte describing the resolution of all County review comments. The following meetings are anticipated. Meetings with regulatory agencies are included under Task 1.3.

1. Kick off meeting
2. Program review meetings (total of 3)
 - a. Review of regulatory requirements, existing conditions, and initial list of recommended improvements
 - b. Review of updated list of recommended improvements, master schedule, initial probable construction costs, and outline for Master Plan report
 - c. Presentation of draft Master Plan

1.2 Quality Assurance/Quality Control (QA/QC) Program

Quality Assurance/Quality Control and constructability reviews will occur at key milestones in the project by Dave Richard, Principal in Charge (PIC), Reid Johnson (Construction Manager), and/or David Dauwalder (QA/QC Manager). Peer review of draft documents will focus on conformance with project goals, permit requirements, recommended improvements, implementation schedule, constructability, and project costs. These reviews will ensure completeness of the Master Plan document.

1.3 Approval Process

The Master Plan will be presented to the County for written approval. Coordination for obtaining approvals for this project from the California Regional Water Quality Control Board (RWQCB), code compliance reviews, other County departments, and outside agencies will be conducted. A total of four meetings and/or presentations in addition to the meetings described under Task 1.1, with follow-up documentation, are under this task.

Task 2 – Development of Master Plan

Nolte will prepare a Master Plan which will identify immediate and long term improvements to the WWTF. Immediate repairs recommended will focus on keeping the facility operational and in regulatory compliance. Long term improvements will focus on achieving efficient operation of the facility for the next fifteen years. The Master Plan will define project goals, present assumptions and constraints, prioritize recommended improvements, and provide schedule and probable construction cost estimates for the recommended improvements. Tasks included in the development of the Master Plan are described below.

2.1 Gather and Verify Project and Site Information

Historical design and construction documents and monitoring reports will be reviewed to confirm typical performance and conditions. Applicable information will be compiled in figures, drawings, or tables. Work under this task will also include a site visit. Existing deficiencies at the WWTF will be documented in a brief technical memorandum to be submitted to the County.

2.2 Verify Regulatory Requirements

The existing waste discharge requirements will be reviewed and input from initial discussions with the Regional Board and County agencies will be compiled to document the regulatory requirements for the operation and performance of the WWTF. Establishment of these requirements is critical for developing a plan for recommended immediate improvements and a comprehensive schedule for all of the recommended improvements for the WWTF.

2.3 Develop Recommended Improvements

Recommended improvements to address existing deficiencies and anticipated regulatory requirements will be developed. The recommended improvements will be prioritized into phased projects to allow for addressing the most critical issues at the facility first. These projects will be reviewed and discussed with County staff. Adjustments will be made based on those discussions, budget limitations, and the results of the development of a Master Schedule and probable construction cost estimates described under Tasks 2.4 and 2.5 respectively.

Following completion of Tasks 2.1 and 2.2, additional survey, geotechnical, or water quality testing may be selected to refine the final recommended improvements. The scope of this additional work is described under Tasks 4 through 7.

2.4 Develop Master Schedule

A Master Schedule for the recommended improvements will be developed as part of the Master Plan. The schedule will include schedule projections for implementation and construction of each recommended project.

2.5 Probable Construction Costs

Probable construction costs for each recommended project will be provided. Construction costs will be based on quotations from previous projects and similar project bid results.

Task 3 Prepare Master Plan Report

The Consultant will prepare a Master Plan report summarizing the results of Task 2 documenting the recommended improvements to the WWTF. Review comments from the work completed in Task 2 will be addressed in the report. The report will be prepared assuming the following outline:

1. Introduction
2. Objectives
3. Background
 - a. Facility Description
 - b. Influent and Effluent Quality
4. Regulatory Setting
5. Summary of Previous Evaluations
6. Recommended Improvements
 - a. Lift Station
 - b. Headworks
 - c. Treatment System
 - d. Storage and Disposal System
 - e. Electrical
7. Criteria for Prioritizing Projects
8. Probable Construction Cost
9. Schedule

Five copies of the Master Plan will be submitted to the County for review at the draft and final completion levels. A review meeting to discuss comments on the draft Master Plan is programmed under Task 1.1.