

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

DEPT: Environmental Resources

BOARD AGENDA #: *B-9

AGENDA DATE: April 25, 2017

SUBJECT:

Approval to Enter into a Contract for Professional Design Services with Golder Associates, Inc., for Preparation of a Revised Solid Waste Facility Permit Application for the Fink Road Landfill's Infill Project

BOARD ACTION AS FOLLOWS:

No. 2017-208

On motion of Supervisor Withrow, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

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:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Environmental Resources
Urgent Routine

BOARD AGENDA #: *B-9

AGENDA DATE: April 25, 2017

CEO CONCURRENCE: *pht*

4/5 Vote Required: Yes No

SUBJECT:

Approval to Enter into a Contract for Professional Design Services with Golder Associates, Inc., for Preparation of a Revised Solid Waste Facility Permit Application for the Fink Road Landfill's Infill Project

STAFF RECOMMENDATIONS:

1. Approve the Professional Design Services Agreement No. A121516 with Golder Associates, Inc., for preparation of a revised Solid Waste Facility Permit Application for the Fink Road Landfill Infill Project, for a not to exceed amount of \$229,170.
2. Authorize the Director of Environmental Resources, or designee, to execute the Agreement with Golder Associates, Inc., and to sign any necessary documents.
3. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Agreement for an overall total not-to-exceed amount of \$252,087, which includes a contingency of \$22,917.

DISCUSSION:

The Department of Environmental Resources, Landfill Division, maintains and operates the Fink Road Landfill (Landfill). The day-to-day operation and maintenance of the Landfill is performed by in-house staff, however, specialized services and expertise are needed in the area of revising the current Solid Waste Facility Permit (SWFP) to allow for a future interior expansion by filling in the on-site access road; hence the designation of this project as the "Infill Project" (Project). This Project will also include an increase in elevation which is known as a vertical expansion.

Approval is needed from the California Department of Resources, Recycling and Recovery (CalRecycle) and the Central Valley Regional Water Quality Control Board (RWQCB) in order to move this project forward. In addition, to remain in compliance with the Integrated Waste Management Act of 1989, counties must maintain a minimum of 15 years of disposal capacity so the Infill Project also helps fulfill this need. As this modification to the Landfill operation constitutes a "significant" change, it requires that an application for a revised SWFP be prepared and submitted.

In 2008, the County hired a consultant to begin the process of preparing a revised SWFP application through completion of an Initial Study for the project. The Consultant provided

Approval to Enter into a Contract for Professional Design Services with Golder Associates, Inc., for Preparation of a Revised Solid Waste Facility Permit Application for the Fink Road Landfill's Infill Project

three possible vertical expansion options, and the preferred one allowed for the maximum elevation and involved building over the original Landfill-1 area. An Initial Study/Mitigated Negative Declaration was prepared in 2009 and later adopted by the Board of Supervisors in February 2010. After the Initial Study/Mitigated Negative Declaration was adopted, the project was temporarily put on hold in order to move forward with other projects. At this time, staff are again ready to move this project forward.

In preparation for the upcoming revised SWFP application, the Department of Environmental Resources, in partnership with the General Services Agency (GSA) Purchasing Division, issued a Request for Proposal (RFP) on July 18, 2016, for this project. The RFP period closed on September 2, 2016, and the GSA Purchasing Division conducted the opening of the proposals on the closing date.

On September 2, 2016, two consultants submitted their qualifications for review. All consultants were evaluated and scored on qualifications only. The consultants' proposed rates were included but were not part of the initial evaluation process. The consultants that submitted proposals are as follows:

1. Golder Associates, Inc.
2. Tetra Tech BAS, Inc.

The initial evaluation was completed by an evaluation committee consisting of three evaluators: one member from the Department of Environmental Resources Landfill Division, one from the Department of Environmental Resources Solid Waste Division, and one from the City of Oakdale's Department of Public Works. The consultants were initially evaluated on the following criteria:

1. The Proposer's Overall Response;
2. Professional Qualifications; and
3. Understanding of the Project.

The consultants' proposed pricing was later evaluated by GSA's Purchasing Division and, along with the overall scoring from the initial evaluation, was used to rank the proposals in the following order:

Ranking	Consultant
1	Golder Associates, Inc.
2	Tetra Tech BAS, Inc.

Environmental Resources and GSA Purchasing staff selected Golder Associates, Inc., as the most qualified consultant based on the results of the evaluation criteria. On November 29, 2016, the GSA Purchasing Division issued a letter of intent to award to Golder Associates, Inc., and contract terms have been agreed upon.

Approval to Enter into a Contract for Professional Design Services with Golder Associates, Inc., for Preparation of a Revised Solid Waste Facility Permit Application for the Fink Road Landfill's Infill Project

POLICY ISSUE:

Board of Supervisors approval is required for all contracts exceeding \$100,000.

FISCAL IMPACT:

The contract's amount is \$229,170. In addition, staff is asking for a 10% contingency amount of \$22,917, for an overall not to exceed amount of \$252,087. Sufficient appropriations exist in the Fiscal Year 2016-2017 Adopted Final Budget for the Fink Road Landfill to cover the cost of these services.

Cost of recommended action:		\$	252,087
Source(s) of Funding:			
Fink Road Landfill Fund Balance	\$	252,087	
Funding Total:		\$	252,087
Net Cost to County General Fund		\$	-

Fiscal Year:	2016-2017
Budget Adjustment/Appropriations needed:	No

Fund Balance as of February 28, 2017:	
Fink Road Landfill	\$ 27,499,629

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are 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. Landfill services are also critical to supporting the Department's mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

STAFFING IMPACT:

Existing staff will oversee the work related to this Agreement.

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources Telephone: 209-525-6770

ATTACHMENT(S):

A. Professional Design Services Agreement with Golder Associates, Inc.

Attachment A



Agreement Number A121516

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

**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 Golder Associates, Inc., hereinafter referred to as "Consultant" on April 25th, 2017 ("The Agreement").

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 the County's Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response").

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 Work 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. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California 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.

1.5. Non-Discrimination. During the performance of this Agreement, Contractor 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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor 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 non-discrimination 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.

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.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed **Two Hundred Twenty Nine Thousand, One Hundred Seventy Dollars (\$229,170.00)**. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in each Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A 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.

2.4. 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 change order, where applicable, on all invoices.

2.5. 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 "D", 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 or 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 upon approval by the County's Board of Supervisors and continue until the work required herein is completed, 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 "C". 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

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

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, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") 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, (collectively, "losses") 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. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

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 and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days 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.

6.5. The foregoing provisions shall survive the term and termination of 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 Environmental Resources, 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: Randall Wall, PE, Practice Leader;

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
Attn: Stephanie Musso
3800 Cornucopia Way, Suite C
Modesto, California 95358
Phone: (209) 525-6786
Fax: (209) 525-6773

If to Consultant:

Golder Associates, Inc.
Randall Wall, PE
Practice Leader
1000 Enterprise Way, Suite 190
Roseville, CA 95678
Phone: (916) 380-3385
Fax: (916) 786-2434

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. 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.

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

7.12. 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.

7.13. 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.

7.14. 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 qualifies 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.

7.15. 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.

7.16. 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.

7.17. 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.

7.18. 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.

7.19. 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.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. 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.

7.22. 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.

7.23. 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.

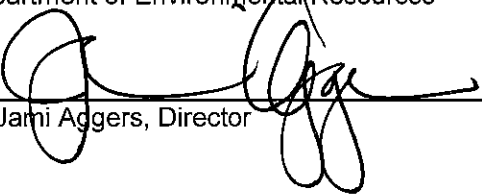
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

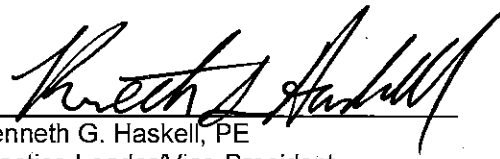
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

[Signatures Appear on Next Page]

COUNTY OF STANISLAUS
Department of Environmental Resources

GOLDER ASSOCIATES, INC.

By: 
Jami Aggers, Director
"County"

By: 
Kenneth G. Haskell, PE
Practice Leader/Vice-President
"Consultant"

APPROVED AS TO FORM:
John P. Doering, County Counsel

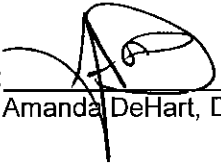
By: 
Amanda DeHart, Deputy County Counsel

EXHIBIT A SCOPE OF WORK

A. OVERVIEW

The County's Fink Road Landfill is seeking approval from the California Department of Resources, Recycling and Recovery (CalRecycle) and Central Valley Regional Water Quality Control Board (CVRWQCB) to utilize all available air space within the existing landfill footprint, to keep the County in compliance with the Countywide Integrated Waste Management Plan by providing a minimum of 15 years of landfill capacity. As this change is considered significant it requires an application for a revised Solid Waste Facility Permit (SWFP).

In 2008 the County hired a Consultant to begin the process of preparing a revised SWFP application through completion of an Initial Study for the project. The Consultant provided three vertical expansion options. The County's preferred vertical expansion option was the option that allowed for maximum elevation and involved building over LF-1. An Initial Study/Mitigated Negative Declaration was prepared in 2009. The Initial Study/Mitigated Negative Declaration was adopted by the County's Board of Supervisors in February 2010. After the Initial Study/Mitigated Negative Declaration was adopted, the project was temporarily put on hold. At this time the County is ready to move forward with the project. Consultant shall review the California Environmental Quality Act Initial Study/Mitigated Negative Declaration carefully to ensure full understanding of the project and discuss any items of interest or concerns with the County at the start point of the project.

B. SCOPE OF SERVICES

1. *Scope Overview*

- 1.1. The scope of work for this project entails preparation and submission of a revised SWFP application for an infill (interior) expansion (including a vertical expansion) at the Fink Road Landfill's LF-1, LF-2 and LF-3 and amending the existing Joint Technical Document (JTD) to enable the update of the existing SWFP and Waste Discharge Requirements (WDRs).
- 1.2. The Consultant shall provide all the labor and material to prepare and submit a revised SWFP application (including amending the JTD to enable an update of the existing SWFP and WDRs), combining the CalRecycle and CVRWQCB requirements to meet all standards required under Title 27 CCR. This shall include uploading the completed application package to the State's GeoTracker website and notifying, via email, the CVRWQCB and the State staff persons assigned to this facility. It shall be the Consultant's responsibility to regularly track the progress of the revised/modified permit submittal. Consultant shall follow up on the status of the submittal no later than the 30 day point, the 45 day point, and the 60 day point.
- 1.3. Work under this Agreement shall include but not be limited to the following tasks:
 - 1.3.1. Provide changes in landfill design including, but not limited to the following: filling sequence and closure/post-closure maintenance plan, estimated year of closure, financial assurance, increased tonnage, and increase in final elevation in accordance with the attached Initial Study and Mitigated Negative Declaration.
 - 1.3.2. Provide updates and changes in the JTD in Microsoft Word and PDF format, including a Slope Stability Analysis, Settlement Study, Surface Water Drainage Study, a Leachate Generation and Management Study and any other studies identified as necessary for the successful completion of this project by the Consultant.
 - 1.3.3. Review of the draft WDRs and offer comments, suggestions and advice as to their

accuracy and appropriateness for inclusion. As needed, prepare draft correspondence for a response(s) if concerns are noted and possibly participate in conference calls and or meetings to resolve those concerns.

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

2. *Consultant's Understanding of Project and Goals*

The County is proposing to submit a revised JTD to receive a new SWFP for the Fink Road Landfill from CalRecycle for the proposed infill expansion of the landfill. Additionally, the JTD will be submitted to the CVRWQCB so that new WDRs will be prepared for the site. The SWFP and the WDRs will provide the permits necessary to complete the infill project.

It does not appear that a feasibility analysis was performed to determine if the infill project will meet the necessary design criteria for the landfill to function properly upon completion. Although the Mitigated Negative Declaration is typically done at the onset of the project prior to in-depth engineering, in this case it would have been helpful to analyze the existing landfill structures to determine if they will continue to function properly once the height increases. Specifically, the leachate collection and removal system (LCRS) within LF-2 needs to be evaluated to determine if the increased normal load on the LCRS piping will cause it to fail. If this one feature cannot handle the additional loading, the entire project will be questionable. Based on preliminary structural calculations, the piping within the leachate collection system in the LF-2 area will be able to handle approximately 200 to 250 feet of refuse fill height. The base grades within LF-2 are at an approximate elevation of 250 feet MSL while the maximum fill height is proposed to be at an elevation of 545 feet MSL. This is approximately a 300 foot difference; therefore the fill height may need to be reduced to allow the LCRS system to function properly. This is not a definitive analysis at this time but is an area of concern as the grading plan for the infill project is developed and finalized.

Another area of concern is the stability of the landfill on the south side between LF-2 and LF-3. In these areas there is little to no toe buttress that counteracts the increase in height. The stability analyses will need to look at this area in-depth to determine if the current liner configuration of LF-2 can withstand the increase in height or if additional measures, such as a toe berm, will need to be installed to allow the landfill to reach its maximum capacity.

The leachate sumps within LF-3 have traditionally been on the north side of the cells. However, continuing to locate the sumps along the north side will create a very difficult situation to access the sumps once the refuse is filled between LF-2 and LF-3. In essence the existing or future leachate sump riser pipes will be buried. Consultant has notified the County of this situation and has redesigned the sump in LF-3 Cell 4 to be relocated along the southern edge of the landfill unit to enable future access.

Storm water discharge has become highly regulated. In response to this, many landfills within the Central Valley have decided to install retention basins to eliminate discharge off-site and therefore eliminate the need for testing of storm water discharge. The on-site waste to energy Covanta facility has taken this approach. Therefore, how storm water on the north end of the site is handled will be critical to not only ensure it is collected and discharged properly but is discharged in a manner that is in regulatory compliance if discharged at all.

Storm water conveyance of the new landfill will need to be looked at in depth to provide suitably sized sedimentation or retention basins to ensure the landfill stays in compliance with National Pollutant Discharge Elimination System regulations. The current final grading plan infringes upon the southeastern retention basin and this may need to be modified to allow ample storage

capacity. Additionally, a northern sedimentation/retention basin will need to be designed and located to control runoff flowing to the north.

Landfill gas collection in LF-1 will also be impacted due to the proposed waste placement over this area. This is not an uncommon situation and subsurface collectors beneath the liner system can be constructed to control landfill gas emissions and generation.

A base grading plan for the infill areas will need to be developed that connects the liner systems in all of the units (note LF-1 is unlined) and provides sufficient grades to drain leachate to collection sumps. From the information provided by the County, there has been no preliminary or conceptual design for this plan. In providing this critical development plan, Consultant will look to provide a soil balance for the site, provide accessible leachate collection sumps and retain perimeter access.

In reviewing the final grading plan within the Initial Study/Mitigated Negative Declaration, the access to the top deck of the landfill is accessed by two roads. Consultant believes that the access road just south of LF-1 that creates a Valley in the refuse fill can be eliminated and the access road that circumvents the south side of the site can be used to access the entire top of the landfill. This change would increase the overall capacity and may offset any capacity losses due to stability or LCRS piping concerns.

Consultant also understands that the existing access road will be relocated to the west of LF-1. Consultant has looked at the scenario in the past and believes it's achievable. Two items to note for this road relocation are that the existing road has a water line that services the waste energy plant and this will need to be relocated and there is a natural gas line that runs along the west side of the landfill that will need to be located and remain undisturbed during the construction of the new road.

Consultant is aware that the northern perimeter of LF-2, Cells 6 and 7 is currently being designed. Based on the scope of work being completed for LF-2, Cells 6 and 7, Consultant is not proposing to revise the groundwater monitoring plan because it should be updated with the above-referenced ongoing project.

2.1. Project Goals

Consultant believes that the goals for this project include the following but are not limited to what is listed below:

- a. Continued leachate collection system operation and access in existing cells
- b. Functional leachate collection system in infill areas
- c. Continued landfill gas collection in LF-1 and LF-2
- d. Minimize the effects of settlement on the existing and future landfill areas
- e. Maximize capacity
- f. Contain storm water runoff and/or treat runoff prior to discharge
- g. Provide a soil balance between excavation and operational and final cover soils
- h. Provide a stable configuration for the final grading plan
- i. Provide adequate future access corridors

3. Work Plan for Preparation of Solid Waste Facility Permit Application

Consultant has prepared a project schedule, cost estimate, and scope of work for this project. These items shall provide the basis for all work products to be prepared, when they will be prepared, and how much each will cost. Consultant has based these elements on their understanding of the project using the information provided in the RFP and at the pre-proposal meeting.

In preparing this proposal Consultant has reviewed the provided site documentation including the WDRs issued for the site, the current SWFP and the Initial Study/Mitigated Negative Declaration. Based on the proposed project manager's extensive history at the site, Consultant believes there is very little background data that they are not aware of.

A project such as this can experience a number of unforeseen changes from the original scope of work due to requests and comments from agencies and interested parties. The key to managing a project of this nature is Consultant maintaining clear communication with the County and an agreed upon scope of work up front that defines not only what will be performed but also what will not be performed. This Agreement provides the basis for identifying any out of scope items that may be requested during the project. Once out of scope items are identified, it is incumbent upon the Consultant to transmit this information as soon as possible to the County, so an agreed to approach can be determined. Consultant shall not perform any out of scope items unless approved by the County through an Amendment to this Agreement.

Consultant's Project Manager shall work closely with the County's Project Manager in keeping the County apprised of project progress. Consultant's Project Manager shall interface with Consultant's technical team to meet the project schedule for deliverables, including quality control reviews. Written reports shall also be prepared on a monthly basis throughout the duration of the project to document the progress of work. In addition, project controls (such as periodic meetings or teleconferences) shall be utilized for each Work Plan task to facilitate frequent communication, as necessary, with County staff on the latest project schedule and progress

- 3.1. Project Progress Tracking and Reporting: Consultant's Project Manager shall prepare monthly progress reports in accordance with County agreement requirements that include the following:
 - a. Narrative Text: A letter describing work accomplished during the period covered by the invoice period and the summary of work progress to date. Problems or potential problem areas shall be identified and proposed solutions offered.
 - b. Accounting Report: The progress of deliverables and task budget expended and remaining to date shall be reported. Any major variance/scope change shall be identified and described along with the effect of each on project cost and schedule. Actions taken to correct any budget variances or schedule slippage shall be discussed with the County.
 - c. Schedule Updates: Updates to the schedule shall be provided periodically, as required, until project completion.
- 3.2. Project Scheduling
 - 3.2.1. Consultant shall prepare a progress schedule showing clearly the various work tasks and the estimated time required for completion of each task. The schedule shall also show how the various tasks and activities relate to each other in terms of interdependence to allow determining a critical path. The progress schedule shall indicate major milestones, review stages, and other items critical to complete the Project. When the project is initiated, Consultant shall update the schedule submitted within the proposal to match the actual start date.
 - 3.2.2. Consultant shall utilize Microsoft Project Schedule software to develop and update the project schedule. In preparing the schedule, Consultant shall show work tasks, phases, durations, milestones, assignments, critical path, and other relevant data.
 - a. Consultant shall update the Project Schedule monthly during the course of the Project and shall show both the original schedule and the current actual

schedule achieved so that relative progress may be compared to the original baseline schedule.

- b. Consultant shall review the progress schedule to identify any potential scheduling problems and shall take steps to maintain the Project Schedule if a delay is anticipated or occurs. The Project Schedule shall be immediately revised by the Consultant should it become apparent that a task or milestone has not or will not be achieved. The County shall expect the Consultant to take active measures to place the work effort back on schedule if a delay is expected or occurs.
- c. Consultant shall notify the County Project Manager immediately of any problems having an impact on either the project schedule or budget.
- d. Consultant shall submit an updated Project Schedule with each progress billing and supply to County or County designated representative.

3.2.3. Cost Controls

The detailed scope of work presented in this agreement shall be used to guide the project and provide cost control measures. Consultant shall discuss all elements of the project's budget and work plan with the County before work begins. In this way, budget surprises, unforeseen costs, and unintentional delays shall be avoided.

Time assignments shall be given to project staff by the Consultant's Project Manager. Time spent on the project shall be recorded electronically daily into Consultant's electronic timekeeping software. The Consultant's Project Manager shall be able to, at any time, obtain a detailed Project Progress Report that shows the amount of time spent per person, as well as the budget per-task, year-to-date, and project-to-date.

Expense sheets for professional services and expenses (from direct costs such as travel, equipment [purchase or rental], materials, and subcontractor services) shall be prepared and submitted weekly. Charges accruing to the project from these sheets shall then be uploaded to Consultant's management information system.

- 3.3. Consultant shall prepare and submit a revised SWFP application (including amending the JTD to enable an update of the existing SWFP and WDRs), combining the CalRecycle and CVRWQCB requirements to meet all standards required under Title 27 CCR.

Provided below is the proposed scope of work to achieve the project goals.

3.4. Task 1: Project Management

The scope of comprehensive project management includes, but is not limited to, project management, and efficiently managing schedules of any sub-consultants involved in the Project. Ultimately, the Consultant shall be responsible for completing all Project tasks in a timely fashion and to diligently follow the anticipated schedule set forth for this Project.

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

- 3.4.2. Consultant agrees that so long as the Project Manager is an active employee of the Consultant, the Project Manager shall be Project Manager for all work agreed to under this Agreement. If the Project Manager is removed by the Consultant while still an active employee of the Consultant without County's approval, the County shall assess as damages a penalty of \$10,000. The penalty assessed by County may be deducted from current billing due to the Consultant.
- 3.4.3. However, notwithstanding the foregoing, the Project Manager is an at-will employee of the Consultant, and nothing in this paragraph shall cause or require the Consultant to be penalized in the event of termination of said at-will employment relationship. Consultant will be allowed to substitute the Project Manager or other key staff members without penalty, subject to County's written approval and with the understanding that there will be a training period provided at no additional expense to County, upon a 30-day written notice to County. County reserves the right to interview any replacement for the Project Manager and to approve or reject that individual.
- 3.4.4. Any individual above the Project Manager or not in the actual and direct performance of engineering work shall be considered in the overhead markup and shall not invoice their time against County projects.
- 3.4.5. County reserves the right to have the Consultant remove and replace the Project Manager or any consultant or sub-consultant staff from the project for cause.
- 3.4.6. Substitutions of key staff shall be made only with the approval of the County. Consultant shall notify the County in writing of any key staff changes and include the new staff member's resume which demonstrates why the new staff member is qualified to perform work on this Project.
- 3.4.7. Project Work Effort: The Consultant shall perform services and provide staff adequate to meet the anticipated workload for the project.
- 3.4.8. Expertise: The Consultant shall provide through their own staff or by the use of designated sub-consultants, expertise in all areas defined within this scope of work. On occasion, the Consultant may need to hire specialty sub-consultants not previously identified in their proposal. In either case, County reserves the right to approve the use of sub-consultant firms proposed for specialty work. Consultant shall notify the County in writing of any sub-consultants working on the Project that were not previously identified in their proposal and include the sub-consultant's resume which demonstrates why the sub-consultant is qualified to perform work on this project.
- 3.4.9. The Consultant may provide staff with varying levels of expertise; however, work performed by subordinate staff members shall only be done under the direction of the designated responsible engineers, specified in this contract with the expertise in the required technical areas.
- 3.4.10. Project Coordination: The Consultant shall coordinate and cooperate with County, local and State agencies, and public and franchise utility companies.
- 3.4.11. The Consultant's Project Manager shall attend one monthly meeting to discuss the current status of the overall contract with the Department's designee.
- 3.4.12. On a monthly basis, Consultant shall provide letter-type reports (email is acceptable) to brief the County on the project progress and, as necessary, hold

Project Development Team (PDT) meetings. Conference calls shall be utilized when possible. All meetings shall be held at the discretion of the County.

- a. The project Kick-off Meeting: A team Kick-off Meeting for key County and Consultant stakeholders shall be held at the landfill. The goal of the meeting is to discuss all known issues so that all team members start the project "on the same page," thus creating a shared vision. This "vision" shall be extremely important to efficiently develop the infill plans and subsequent permitting. The lines of communication between the County and Consultant staff shall be defined at the meeting.
- b. Consultant shall meet either with the County staff and or Regulators to address solid waste permitting and engineering issues.
- c. Face-to-face meetings shall be supplemented with regularly scheduled conference calls to review project progress and discuss issues that arise during the course of the project.
- d. Consultant has assumed that the monthly meetings would coincide with PDT meetings. Therefore six on-site meetings have been assumed and four conference calls.
- e. Project management time has been assumed to take approximately 8 hours per month for the duration of the project. This time shall be spent communicating with team members on progress and budget, and ensuring that documents are being routed to the appropriate people for revisions, information or review.

3.4.13. Task 1 Deliverables:

- a. Electronic files in MS Word of all draft meeting minutes and distribute to key stakeholders for review and input, and incorporate changes by County and/or regulator staff.
- b. Electronic PDF files of all final meetings minutes.
- c. Draft the final meeting minutes and distribute to key stakeholders.

3.5. **Task 2 – Civil Design**

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

Consultant shall revise the final grading concept so the Landfill, when closed, will blend in better with the surrounding terrain.

Regarding the maximum final landfill elevation, Consultant shall use the elevation of the surrounding Diablo mountain range as a reference point for the maximum final landfill elevation.

Effective utilization of the airspace between LF-1 and LF-2 shall require filling over a portion of unlined LF-1. The area between the fills and south of LF-1 shall require a composite liner system comparable to the liner system used since construction of Cell 3 in LF-2. The extent of the lined area, depth, configuration, and slope of the base excavation shall be controlled by the limits and depths of waste for LFs 1 and 2 and site geology and

hydrogeology. The new liner system shall have to tie into the LF-2 liner system.

The infill between LF-1 and LF-2 shall require relocation of the main landfill access road. The County plans to shift the access road off-site.

3.5.1. Technical Considerations

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

- a. Selection of an appropriate base grading layout for the long, thin area to be lined between LF-1 and LF-2; clearance and stability of cut slopes shall be considered.
- b. Leachate sump locations(s) and tie-in into existing leachate management system.
- c. New liner tie-in into the existing LF-2 liner system.
- d. Extent of filling over LF-1 in terms of maintaining positive leachate flow and slope stability.
- e. Slope stability of temporary and permanent landfill slopes.
- f. Intermediate liner characteristics, especially when considering possible conflicts with landfill gas extraction from LF-1.
- g. Avoiding disruption of existing LF-1 LFG extraction system.
- h. Leachate pipe structural integrity for existing and new pipes considering additional loading from the increased waste height.
- i. Settlement of the thicker waste mass and consideration of the final grading plan to take advantage of estimated maximum total and differential settlement.
- j. Soil management to achieve a practical balance considering that the excavation associated with the sliver liner between LF-1 and LF-2 will not involve significant soil excavation.

3.5.2. The landfill design shall be revised by Consultant to provide a new final grading plan for LF-1/LF-2 combination. These plans shall be used to determine the new airspace quantities for the site and provide a basis for a revised air quality analysis, stability review, site life calculation and soil balance calculations. Provided below are subtasks Consultant shall complete the development of the plans and associated studies for incorporation into a revised JTD.

3.5.3. Subtask 2.1 – Design Basis Memorandum

During the project kick-off meeting, the goals of the project shall be discussed. As part of this discussion, the design criteria for the plans shall also be discussed. These design criteria shall include slope inclinations, drainage discharge preferences, top deck slope inclinations, service life extension, etc. All of these design criteria shall set the stage for the plans development with an agreed to approach. This information shall be summarized in a Design Basis Memorandum (DBM) and submitted to the County for review prior to initiation of the plan development. This process shall reduce rework and take much of the subjectivity

involved in the design phase out of the process. The definition of the design criteria shall ensure that the product at the end of the project matches the goals at the beginning.

3.5.3.1. Subtask 2.1 Deliverables:

- a. Draft DBM to County for review, 3 copies.
- b. Two hardcopies and one electronic copy of the Final DBM to County once comments are incorporated.

3.5.4. **Subtask 2.2 – Plan Development**

A final grading plan for the landfill shall be developed to maximize capacity over the LF-1/LF-2 area and the LF-3 area. A preliminary plan (project schedule) for the LF-1/LF-2 area has been prepared as Exhibit D, attached. The plan shall be further revised to address any storm water run-off concerns, stability concerns and Landfill Gas (LFG) collection and access concerns. Consultant shall submit plan developments to the County at the 30%, 60%, and 90% completion stages. The 100% complete drawings shall be submitted as part of the JTD review process. During these submittals, the County will be able to comment on the plan development and clarify issues that may need revision.

3.5.4.1. Subtask 2.2 Deliverables:

- a. 30% Final Grading Plan, 3 copies, with airspace and service life analysis.
- b. 60% Final Grading Plans, 3 copies, with airspace and service life analysis and draft base liner and final cover details.
- c. 90% Final Grading Plans, 3 copies, with airspace and service life analysis and base liner and final cover details.

3.6. **Task 3 – Geotechnical Engineering Analyses**

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

Consultant's scope of work for the geotechnical engineering analyses is based on the following assumptions:

- 3.6.1. Based on the reports entitled *Slope Stability Analyses Report, Landfills LF-2 Cell 2 and LF-3 Cell 2, Fink Road Sanitary Landfill* (EMCON, 1993) and *Preliminary Geotechnical and Hydrogeologic Investigation* (Kleinfelder, 2001), the subgrade at the Fink Road Landfill consists of dense to very dense, silty sands and poorly graded sands with lenses of stiff to very stiff low-plasticity clays and silts. This suggests that subsurface conditions are favorable for the design of the vertical expansion. Consultant shall use existing ground surface information (EMCON, 1993 and Kleinfelder, 2001) and supplement this information with eight cone penetration testing (CPT) locations to select shear strength and settlement parameters for the landfill foundation. The CPTs would be pushed down approximately 60 feet and would allow us to verify that liquefaction is not a concern and allow for less conservatism in the settlement calculations for the LCRS (use of limited existing subsurface data would require us to assume conservative settlement parameters).

- 3.6.2. The Kleinfelder (2001) report also suggests that the ground water depth is greater than 100 feet below ground surface. Because the foundation soils are likely to be dense and also unsaturated within the upper 100 feet, the potential for liquefaction of the foundation soils is not likely to exist. Consultant shall perform the following geotechnical analyses in support of the waste height increase as part of the revised SWFP application for the landfill:
- a. A deterministic seismic hazard analysis to evaluate the maximum credible earthquake (MCE) and associated ground motion parameters for the site.
 - b. Settlement analysis to determine the impact of additional settlement of the landfill foundation on existing leachate collection piping
 - c. Pipe loading calculations to check the structural integrity of existing leachate collection pipes under the increase landfill height
 - d. Check for the puncture resistance of the existing geomembrane liner under the increased landfill height
 - e. Settlement calculations for the separation liner to be installed above the existing waste
 - f. Slope stability under static conditions (for both interim and permanent landfill slopes)
 - g. Slope stability under seismic conditions (for both interim and permanent landfill slopes)
 - h. Waste settlement analysis to determine the impact on landfill final grades and drainage
 - i. Prepare a geotechnical report

Each of the above is discussed below in more detail.

3.6.3. **Subtask 3.1 – Seismic Hazard Analysis for Maximum Credible Earthquake**

Note: This subtask will not be required if it was updated for the design of Cells 6 and 7.

Title 27 of California Code of Regulations (Title 27 CCR) requires that Class III landfills be designed to resist peak ground acceleration (PGA) values anticipated at the site during the Maximum Probable Earthquake (MPE). The MPE is defined by the California Division of Mines and Geology (CDMG) (1975) as *the earthquake that is likely to occur in 100 years, but it is not to be smaller than the largest historical earthquake*. Similarly, Title 27 CCR requires that Class II landfills be designed to resist the PGA from the maximum credible earthquake (MCE). The CDMG defines the MCE as *the largest earthquake that has a reasonable chance of occurring under the currently known tectonic framework*. However, the slope stability of interim waste slopes, because they are temporary, has been analyzed using the PGA corresponding to the MPE. Because the proposed vertical expansion combines LF-2 (Class III) and LF-3 (Class II), the expansion will be designed to resist the PGA from the more stringent MCE.

The existing MCE seismic hazard report for the Fink Road Landfill dates back to 1998 (Abrahamson, 1998). Since 1998, there have been significant improvements to the ground motion predictive equations (GMPEs). Specifically, the next generation attenuation (NGA) GMPEs were published by the Pacific Earthquake Engineering Research center (PEER) in 2008. The 2008 GMPEs for the Western

U.S. were further updated in 2013, which is called NGA-West 2.

As part of this seismic hazard analysis, Consultant shall first perform an office-based assessment of the MCE for faults within 62 miles (100 kilometers) of the landfill. The goal is to constrain the controlling fault or faults with respect to the site and evaluate any visible lineaments within about 12.5 miles (20 kilometers) from the landfill. The earthquake hazard analysis shall include a discussion of the current understanding of active faults characteristics in the region. Consultant's evaluation shall be based on:

- a. Review and analysis of the historical record of the occurrence and any damage from moderate to large earthquakes within 62 miles (100 km) of the mine site
- b. Compilation of information on the location and activity of major faults within 62 miles (100 km) of the Site. Fault characteristics contained within the Uniform California Earthquake Rupture Forecast v. 3 (UCERF3) shall be reviewed and analyzed with respect to the site location
- c. Review of available imagery within about 12.5 mi (20 km) of the Site to identify any lineaments that may indicate Quaternary surface rupture, and
- d. Preparation of a brief technical memorandum that presents the results of Consultant's analysis, including the recommended MCE values for all identified seismic sources within the Site study area

Consultant does not anticipate that site investigations or a site visit will be required to support their review and seismic hazard update.

The MCE values determined during this evaluation shall be suitable for use in development of site PGA values and engineering design. The MCE acceleration spectra for the site (i.e., the target spectra) and the peak ground acceleration (PGA) shall be determined using the NGA-West 2 GMPEs.

Consultant shall also develop three (3) acceleration time histories for use in the seismic response analysis. The seed acceleration time histories shall be selected from relevant empirical records of past earthquakes based on earthquake magnitude, fault type (normal, reverse, and strike-slip), site-to-source distance, shear wave velocity at the recording station, and PGA of the recorded motion. The selected seed accelerations shall be spectrally matched to the site-specific target spectra determined for NGA-WEST 2 using the computer program RspMatch (2009 Version). To ensure reasonably good spectral matching, the arias intensity of the seed and the matched acceleration time histories shall be compared, and the residual velocity and displacement of the matched time history shall be checked for drift (i.e., non-zero velocity and displacement at the end of shaking).

3.6.4. Subtask 3.2 – Landfill Foundation Settlement Analysis

The additional waste height from the vertical expansion within will result in additional settlement of the landfill foundation underlying the LF-2 and LF-3 liner systems. Additional differential settlement can impact the slopes along the existing leachate collection pipes. Consultant shall perform calculations to estimate these additional settlements along the most critical leachate collection pipe and assess their likely impact on the slope of the pipe. The settlement parameters for the foundation soils shall be estimated based on empirical correlation to soil types.

3.6.5. Subtask 3.3 – Check of the Structural Integrity and Capacity of Leachate

Collection Piping and Storage Impoundments

Consultant shall review the existing LCRS, including both Class II surface impoundments, considering the revised leachate generation estimate. Consultant shall prepare a leachate water balance for the project and determine if the existing impoundments have sufficient storage capacity. If the existing impoundments do not have sufficient storage capacity, the consultant will identify conceptual options for providing adequate leachate storage capacity (e.g. new impoundments, operational changes to reduce leachate, leachate re-use for dust control, etc.).

The loading from the additional waste height may impact the structural integrity of the existing leachate collection pipes within LF-2 and LF-3. To verify that the existing pipes will be able support the additional loading, Consultant shall perform pipe loading calculation for the pipe that will have the maximum proposed waste height (most likely the pipe in Cell 4 of LF-2). As part of these calculations, Consultant shall review the design of the existing pipes, such as, pipe materials used, standard dimension ratio of the pipe, type of bedding used, etc. to ensure the calculations represent as constructed conditions.

3.6.6. Subtask 3.4 – Check of Puncture Potential of Geomembrane Liner

The additional waste height will add additional vertical load on the existing geomembrane liner within the various cells. Consultant shall perform puncture protection calculations to verify that the geomembrane will have adequate factor of safety against puncture from the added load.

3.6.7. Subtask 3.5 – Waste Settlement Under the Separation Liner

The proposed expansion of the landfill within the valley between LF-1 and LF-2 will involve waste placement against the existing eastern waste slope of LF-1. This will require that a separation liner be installed above the existing waste within LF-1. Similarly, a separation liner will be placed over LF-2, Cell No. 1. These separation liners should maintain positive slopes throughout the life of the landfill to prevent ponding of leachate. The settlement of the underlying waste from its compression due to the weight of the added waste and due to continued decomposition can reduce the slope of the separation liner over time. Consultant shall select the most critical cross section and perform calculations to estimate the likely long-term settlements and to determine the required minimum initial design slopes for the separation liner to accommodating such settlements. Settlement along the most critical cross sections shall be analyzed by Consultant. These calculations shall be performed based on published waste settlement models and settlement parameters.

3.6.8. Subtask 3.6 – Static Stability Analyses

Static Stability Analysis shall be performed in accordance with Title 27 (CCR).

The proposed expansion will increase the waste height within LF-2 and LF-3. This will require that the interim global slope stability LF-1/LF-2 and LF-3 be reanalyzed. Golder will analyze the slope stability of the vertical expansion of the landfill using at least three critical cross sections; two within LF-1/LF-2 and one within LF-3. One of the cross sections within LF-1/LF-2 will involve failure surfaces extending through the separation liner. Previous slope stability analyses for LF-2 and LF-3 have determined that slope failure surfaces that pass through the landfill liner system are more critical than those passing through the landfill subgrade. Therefore, the slope stability analysis will focus on the critical failure surfaces that

pass through the existing liner system. The shear strength for the existing liner system will be obtained from the direct shear tests performed as part of the construction quality assurance program during the construction of the various cells of LF-2 and LF-3.

The static slope stability analysis will be performed using either SLIDE (Version 9) developed by Rocscience, Inc. or SLOPE/W (2015) developed by GEO-SLOPE International Ltd. SLIDE and SLOPE/W perform two-dimensional limit equilibrium analysis using the method of slices to compute factors of safety against slope instability. Because they satisfy both force and moment equilibrium and the solutions are more accurate, the factors of safety computed will be computed using either the Spencer or the Morgenstern-Price methods.

3.6.9. **Subtask 3.7 – Seismic Slope Stability Analyses**

Seismic Slope Stability Analysis shall be performed in accordance with Title 27 (CCR).

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

- a. Pseudo-static slope stability analyses using the SLIDE or SLOPE/W to determine yield acceleration values for each cross section
- b. Seismic-response analyses using the SHAKE91 computer program to determine the average acceleration time history within the critical slope failure masses within each cross section
- c. Seismic displacement analyses using the DISPLMT computer program to estimate the seismically-induced permanent displacement values associated with each cross section

The seismic response analyses using SHAKE91 will make use of the PGA and acceleration time histories developed discussed previously under "Seismic hazard analysis for maximum credible earthquake".

3.6.10. **Subtask 3.8 – Waste Settlement Analysis for Final Grades**

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

Consultant shall perform a settlement analysis to estimate the post-settlement slopes to determine the impact of waste settlement on final grades and drainage slopes. This analysis shall be performed along a critical cross section of the landfill. Short-term settlement due to the weight of the final cover and the long-term settlements due to primary and secondary decomposition of the waste shall be considered in the analysis.

3.6.11. **Subtask 3.9 – Geotechnical Report Preparation**

Consultant shall prepare a geotechnical report describing the various analyses performed and summarizing the results of the analyses. The report shall include the MCE hazard analysis report and detailed results of the various calculations and analyses described above, as attachments. The report shall also include

Consultant's conclusions and recommendations based on the analyses results.

3.6.12. Task 3 Deliverables:

- a. Draft slope stability analyses report, 3 copies.
- b. Two hardcopies copies and an electronic copy of the Final slope stability analyses report, submitted with the SWFP application within the JTD.

3.7. **Task 4 – Landfill Gas Modeling**

Consultant shall revise the estimated LFG generation rate. Consultant shall review the currently proposed LFG management system considering the revised LFG generation estimate.

The calculation of the amount of LFG generated in a municipal solid waste landfill shall be performed using the EPA 'LandGem' LFG Generation Model for estimating the anaerobic generation of LFG. The model estimates the volume of gas generated in standard cubic feet per minute as a function of the average waste composition, amount of waste placed in the landfill, age of the waste, and other variables that affect the amount and composition of gas generated. Requirements for control of the generated LFG shall be identified as part of this task. Surface emissions are maximized at closure because the collection efficiency is assumed to be 75%, with 25% of the surface emissions escaping to the atmosphere. After closure and placement of the final cover, the amount of landfill gas generated and collected is assumed to be 90%. At this point in time, the criteria pollutant emissions from the control devices will be maximized.

A technical report that details the results of this engineering assessment shall be prepared by Consultant. The report shall include text, tables, figures, and supporting documentation. A draft version of the report shall be submitted to the County for review. All comments received from the County shall be incorporated into a final technical report by the Consultant.

3.8. **Task 5 – Drainage Evaluation**

Based on the approved revised final grading plan, a new drainage analysis for the site shall be completed by Consultant. Based on the relatively straight forward site design concept, assuming no pond routing is needed, the rational equation shall be used to size perimeter ditches to attain a permit for the project. This analysis shall be performed once the 90% plan is complete and an agreed to grading plan has been established.

The Class III site (LF-1/LF-2) will be designed utilizing a 100 year frequency, 24 hour storm event. The Class II facility (LF-3) will be designed utilizing a 1,000 year frequency, 24 hour storm event. These storm events for design shall be consistent with Title 27 regulations.

3.8.1. Deliverables:

- a. Draft storm water analysis, 3 copies.
- b. Final storm water analysis, submitted in JTD.

3.9. **Task 6 – Revision of Joint Technical Document**

Consultant shall prepare Amended JTD sections focused on the vertical expansion and associated access road re-alignment and in compliance with Title 27 of the CCR for acceptance by the regulatory bodies. The Consultant shall prepare the Amended JTD sections, in Microsoft Word, to a level of detail necessary for the regulatory agencies to revise the existing SWFP and WDRs. To the extent possible, the Consultant shall utilize

information from the existing site permit documents in developing the Amended JTD.

Consultant shall prepare the Amended JTD, based on the results of the preceding tasks. The Amended JTD shall follow the format of the approved JTD for the site prepared by Kleinfelder. Consultant has assumed that the electronic version of the JTD is available for use by Consultant for this update. Therefore, Consultant's pricing has assumed this is available. Consultant shall work with the County to ensure the most recent version of the JTD is the one Amended.

3.9.1. Subtask 6.1 – JTD Revision

The JTD for the site was prepared by Kleinfelder in June 2004. It has been assumed that this document is available in Word format to allow for revision based on the proposed final grading plan revisions.

The JTD shall be updated to reflect all of the new design features appropriate to gain approval from the RWQCB and CalRecycle acting as the Local Enforcement Agency (LEA). Consultant has assumed that the changes proposed to the landfill will require a revision of multiple sections of the document with existing appendices being used as appropriate.

Consultant shall develop amended JTD sections. Consultant shall address elements affected by the landfill configuration change and the associated airspace and service life increases. These elements consist of:

- a. General site information
- b. Waste volume and site life projections
- c. Daily tonnage and associated vehicle increases
- d. Landfill grading
- e. Landfill phasing/sequencing and soil balance
- f. Liner system
- g. Leachate generation estimate and associated changes (if any) to the LCRS
- h. Interim and final cover
- i. Surface water management system
- j. LFG generation estimate
- k. Final grading
- l. Slope protection and erosion control
- m. Settlement
- n. Slope stability
- o. Access road re-alignment
- p. Changes to the environmental monitoring system
- q. Operations plan
- r. Preliminary closure and post closure maintenance plans and cost estimates

Consultant shall begin the preparation of the Amended JTD once the 60% design plans have been reviewed and commented on. This shall provide a timing that will allow the Amended JTD to be prepared while minimizing the risk of rework due to drastic changes in the grading plan development.

The service life and soil balance of the revised site layout shall be prepared as part of the development of the plans. However, a final service life and soil usage table shall be prepared and submitted in the Amended JTD.

The Amended JTD shall be submitted to the County for review and comment at a 60% completion level, text, tables and figures, and at a 90% level that shall include the entire document including appendices. The Consultant shall incorporate the

County's comments into the Amended JTD as appropriate. Consultant shall respond to all regulator comments on the draft Amended JTD and answer any questions. Consultant shall anticipate comments from the CVRWQCB and CalRecycle acting as the LEA. Consultant shall finalize the document, and submit the amended JTD to the regulatory agencies.

The fill phasing/sequencing of the landfill shall be presented in the drawings with sections. The sections shall be cut at strategic locations to present how LF-2 will be filled followed by filling in the canyon area between LF-1 and LF-2. Providing fill sequencing in this manner is consistent with Title 27 requirements and shall depict the site in enough detail for regulatory approval.

As part of the Amended JTD, a cross-reference index must be included that provides locations in the JTD where certain information is to be found. This index shall be prepared by Consultant for the 90% submittal review.

An application form is required that provides specific data for the landfill including data that backs up how the earthwork and airspace quantities for the site were calculated. This form shall be completed by Consultant and submitted with the 90% JTD.

Consultant shall prepare a SWFP Application for the vertical expansion to be approved by the regulating agencies. Consultant shall develop Amended JTD sections focused on the facility elements that have changed.

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

Upon completion of the Amended JTD sections, Consultant shall prepare the revised SWFP application.

The application shall contain:

- a. Proposed changes in design and operation, including relocating the existing onsite access road, off-site, because this will become part of the fill area;
- b. Owner/Operator Certification that the information is true and accurate;
- c. Amendments to the Closure/Post closure Maintenance Plan;
- d. Financial assurance information;
- e. Operating liability information;
- f. Provide updated amendments to the JTD;
- g. Provide an estimate of the remaining site life and capacity;
- h. From an aesthetics standpoint, increase the Landfill height to the maximum elevation including proposing to add fill area over LF-1;
- i. Revise the final grading concept so the Landfill, when closed, will blend in better with the natural topography and surrounding terrain;
- j. Revise the final grading concept for the Class II landfill (LF-3) in accordance with the attached Initial Study and Mitigated Negative Declaration and the attached Preliminary Site and Grading Plans; and
- k. Use the elevation of the surrounding Diablo mountain range as a reference point for the maximum final landfill elevation. This would result in a vertical height increase of approximately 65 feet. A higher maximum final elevation may also be practical.

3.9.1.1. Subtask 6.1 Deliverables:

- a. Five (5) sets of the draft Amended JTD that includes supporting tables, figures, and drawings.
- b. Five (5) sets of the final Amended JTD.
- c. Response to County and regulator comments as indicated.
- d. All deliverables shall be provided in hard copy and electronic format. The final Amended JTD sections shall be provided in Microsoft Word and PDF format on a compact disc or similar format. Consultant assumes the County will provide the current version of the JTD in Word and current site topography in AutoCAD format.

3.9.2. **Subtask 6.2 – Closure and Post closure Plan Revision**

As part of the Amended JTD sections, Consultant shall update the preliminary closure plan and preliminary post closure maintenance plan to reflect the revised final grading plan. This shall be necessary to address the revised site life, final grading, landfill configuration, re-aligned access road, and closure and post closure maintenance costs. Consultant shall revise the current Preliminary Closure and Preliminary Post closure Maintenance Plan per CCR Title 27 requirements.

The current JTD has included the Preliminary Closure and Post closure Maintenance Plan (PCPMP) as Section 7 in the JTD. Consultant agrees to this format and shall format the new revised JTD in a similar manner.

The PCPMP shall be updated to reflect the new site design and the closure and post closure maintenance costs revised to adjust the cover quantities to match the new grading plans. The cost estimates shall be provided in the 90% JTD submittal to ensure that rework will be minimal if any grading changes prior to this submittal are undertaken.

Consultant believes that the largest obstacle to this project is the filling over the existing refuse in LF-1. Although Consultant believes that a liner system and LFG collection system can be effectively designed to account for settlement and LFG collection, Consultant is uncertain on how the CVRWQCB may interpret the design. The CVRWQCB may require some special modeling of the LF-1 area to provide data that loading of the refuse slopes will not create a potential for further contamination beneath this unlined area. Due to the fact that Consultant cannot anticipate all of the CRWQCB concerns, Consultant has not included any scope of work for special studies or modeling that would further support the design other than what has been proposed in for stability analyses and plan preparation. If additional studies or analyses are required, Consultant shall meet with the County prior to any additional work being done, to discuss how additional studies can be completed efficiently and effectively to keep the project on track. If, upon contract execution, any unforeseen studies or analysis will be necessary to complete the Amended JTD, such required exploration or out of scope analyses and potential costs shall be negotiated with the County through a written Amendment to this Agreement, prior to Consultant beginning additional work.

3.9.2.1. Subtask 6.2 Deliverables:

- a. Included with JTD submittals.

3.10. **Task 7 – Review Waste Discharge Requirements (WDRs)**

The approval of this project will ultimately require the issuance of new WDRs for the landfill.

As such, this is an appropriate time to ask for revisions to the WDRs conditions that the County may have been considering. Consultant shall review the current WDRs and comment on their applicability and consistency with other similar landfills in an effort to identify areas that may be revised to clarify issues or provide cost savings while providing similar environmental protection. Depending on the recommendations made, Consultant shall discuss with the County how revisions outside the scope of the final grading plan should be addressed. Consultant shall work with the County to provide support on these issues, but depending on the amount and complexity of the issues identified; these items may need to be addressed as out of scope items and additional budget required to complete them. Such out of scope items shall be fully discussed and potential costs shall be negotiated with the County through a written Amendment to this Agreement prior to Consultant beginning additional work.

4. *Quality Control*

Consultant shall be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, and all other aspects of this project. The County or designated representative will exercise review and approval functions at key points and milestones during the Project and shall review the Consultant's project status reports and conduct meetings with the Consultant.

The Consultant shall implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, and all other aspects of this Project. The quality control procedures shall be in effect during the entire time work is being performed for the Project. The quality control procedures shall establish a process whereby any calculations are independently checked, and all Project related memoranda, working papers, and reports are routed and received by the affected persons and then bound in appropriate files. All work products submitted to the County for review are required to be marked clearly as fully checked and that the preparation of the material followed the established quality control procedures.

4.1. Document Control

Consultant shall utilize revision numbers for all documents created for the project to eliminate multiple parallel versions of AutoCAD or Word documents. This revision procedure shall be used for the Fink Road Landfill construction documents.

5. Prevailing Wage

Certain types of work may require Prevailing Wage:

Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates. Contractor is required to post a copy of these prevailing wage rates at the job site.

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

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. No Contractor or

subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONTRACTOR HEREBY ATTESTS THAT CONTRACTOR AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

PAYROLL RECORDS. Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

C. COMPENSATION

1. Invoicing

The following are guidelines regarding invoicing procedures:

- 1.1. Invoicing for personnel above the rate of Project Manager is not permitted and is considered an overhead cost to the consultant, unless expressly requested by County.
- 1.2. Overhead staff (i.e., clerical staff) is non-billable, unless a project requires a large amount of clerical time. Where clerical billing is requested, Proposer shall provide in their proposal a detailed justification (e.g. scope of work) and budget estimate that demonstrates why clerical billing is needed.
- 1.3. Accounting time associated with preparing Invoices, Work in Progress (WIP) and Accounts Receivable (AR) reports, and other necessary tasks, is non-billable.
- 1.4. Administrative assistance will be non-billable unless a project requires a large amount of administrative time. Where administrative assistance is requested, Proposer shall provide in their proposal a detailed justification (e.g. scope of work) and budget estimate that demonstrates why administrative assistance is needed.
- 1.5. Meetings held between County staff and consultant's staff to discuss consultant's non-performance or lack thereof shall not be billable to the County.
- 1.6. If any personnel working on this contract are promoted, their billing rate will remain the same as indicated on the approved schedule of rates submitted with the initial contract or addendum thereafter.
- 1.7. The consultant awarded the Agreement shall bill all active work orders on a monthly basis and shall provide a billing summary sheet of all work orders as an attachment. Each work order invoice shall include a brief description of the work completed to support the amount being invoiced.
- 1.8. The Consultant shall be compensated for the services provided under this Agreement as follows:

- 1.8.1. Consultant shall be compensated for the completion of the fixed fee portions of the services described in this scope of work, and the not to exceed amounts for each task as Consultant sets forth in consultant's proposal. The not to exceed lump sum amounts for each task are comprised of the hourly billable rates that Consultant sets forth in their proposal. In addition to the aforementioned fees, Consultant shall be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in consultant's proposal, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:
 - (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant;
 - (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs; and
 - (c) Travel expenses shall be reimbursed in accordance with the County's travel policy, which is incorporated herein by reference.
- 1.8.2. Fees plus reimbursable expenses shall not exceed the amounts Consultant sets forth in their proposal and a copy of the original invoice for the items listed in a, b or c 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 markup on any of the above items listed in a, b or c or any item identified in Exhibit B to this RFP. Items such as a telephone, fax, postage or freight are already included in the billable hourly rate.
- 1.8.3. The County may retain ten percent (10%) of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

1.9. Invoicing

- 1.9.1. The terms of payment are Net 30 days after approval of invoices.
- 1.9.2. Consultant shall submit a detailed invoice for work actually completed. The invoice is to include but not be limited to the following information: hours worked by Consultant's Staff, the title of the Staff, billable rate, actual copies of equipment rental invoices, detailed information on equipment being rented, and reimbursable items that are reasonable, necessary and actually incurred by the Consultant in connection with the services. All invoices including reimbursable items shall have appropriate back up documents (i.e. copies of receipts) attached to the invoices. No mark-up is allowed on reimbursable items and travel reimbursement and copies of all receipts must accompany the invoice. Consultant shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears, on a time and materials basis not to exceed the per task totals for work performed and services provided.
- 1.9.3. Invoices shall be mailed or delivered to the County department indicated below. The remit address is:

Stanislaus County
Department of Environmental Resources
3800 Cornucopia Way Suite C
Modesto, CA 95358
Attn: Stephanie Musso

D. AGREEMENT PERIOD

This Agreement shall commence upon the signing of this Agreement and continue until **March 31, 2018**, or until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

E. REPRESENTATIVE

The County's Project Manager is Gabe Avila, Stanislaus County Landfill, (209) 408-2867.

F. SAFETY REQUIREMENTS

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

G. PROTECTION OF EXISTING FACILITIES

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

H. WORK SCHEDULE

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

I. SITE AVAILABILITY

The site hours of availability for project shall be from 8:00 a.m. to 4:30 p.m. or a mutually agreed upon time between County and Consultant.

J. PROJECT WORK EFFORT

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

K. EXPERTISE

The Consultant shall provide staff and expertise in all areas defined within this Agreement through their own staff or by the use of designated sub-consultants. The Consultant shall utilize sub-consultants identified in their quote/proposal with the expertise in all areas as defined in this Agreement. On occasion, the Consultant may need to hire specialty sub-consultants not previously identified in their quote/proposal. In either case, County reserves the right to approve the use of sub-consultant firms proposed for specialty work.

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

L. REMOVAL OF UNSATISFACTORY EMPLOYEES

If, in the opinion of the County, an employee of the Consultant is incompetent or disorderly, refuses to

perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

M. COMPLIANCE WITH OSHA

The Consultant shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA) which are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event the Consultant or any of the Consultant's employees shall observe any violation of OSHA in or on the premises on which the Consultant is to perform work, pursuant to this contract, the Consultant shall immediately give written notice to the County of such violation.

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: Kevin Watson

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 03/14/2017

Vendor: Golder Associates Inc.

**EXHIBIT C
CONSULTANTS FEE SCHEDULE**

1. PRICE SCHEDULE:

The Consultant shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in Exhibit A – Scope of Work and in accordance with the rate schedule below. The below fee schedule is in effect through the end of this Agreement.

2. HOURLY BILLABLE RATES

2.1. The Consultant shall be compensated on a time and material basis based on the hourly rates, and the not to exceed amounts for each task as set forth below. The following hourly billable rates include: labor, benefits, taxes, overhead/general & administrative (G&A), profit, and ancillary charges such as copies, faxes, telephones, postage, paper clips, binders, company cars, fuel, insurance, vehicle or equipment maintenance, cellular phone charges, computer charges (CADD, word-processing, mapping), etc.

BILLING LEVEL	TITLE/DESCRIPTION	HOURLY RATE
B1	Admin Support	\$70
B2	Staff Admin Support	\$76
B3	Senior Admin Support	\$86
B4	Senior Project Coordinator	\$96
T1	Technician	\$76
T2	Staff Technician	\$92
T3	Senior Technician	\$102
T4	Senior Project Technician	\$112
D1	Draftsperson	\$88
D2	Staff Draftsperson	\$98
D3	Senior Draftsperson	\$112
C1	Engineer/Scientist	\$108
C2	Staff Engineer/Scientist	\$118
C3	Project Engineer/Scientist	\$138
C4	Senior Project Engineer/Scientist	\$164
C5	Senior Engineer/Scientist	\$186
C6	Senior Consultant	\$220
C7	Practice/Program Leader	\$240
C8	Sr. Practice/Program Leader	\$260

Subcontractor costs shall be invoiced at cost plus a minimum general and administrative fee of 15%.

Other direct costs, including materials, travel and subsistence shall be invoiced at cost. The County shall not pay a mark-up on any item of reimbursement.

CAD/GIS computers, color photocopies, outsourced photocopies/reproductions and drawing reproductions will be billed at the following rates:

SERVICE	RATE
CAD/GIS Computers	\$20/hour
Color Photocopies	\$0.20/page
Color Plotter (D&E size)	\$5/plot

3. 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 unless County approves unused funding from one task be available for use in another task. Maximum Total Task Price includes fees, travel expenses and reimbursable expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Travel expenses shall be reimbursed in accordance with the County's travel policy.

Consultant shall be able to use staff not specially outlined in the below detailed cost proposal to perform work on this project, so long as the key task managers and Project Managers remain the same as described in the proposal. Staff members not specifically outlined in the below detailed cost proposal must be billed in accordance with the Hourly Rate Schedule provided above, and the cost for their time must not surpass the not-to-exceed dollar amount of the Task they are assigned to, nor the total not to exceed dollar amount of this Agreement. Any modification of senior staffing is subject to County approval prior to any work being performed by the alternative senior staff member.

Consultant shall be able to request modification/reallocation of any of the task budgets outlined in the detailed cost proposal. Consultant shall provide a written request that briefly describes the reason for the modification and how it benefits the project. Any modification/reallocation in budget between Tasks is subject to County approval prior to any additional work being performed. In no case shall spending exceed the not to exceed dollar amount of this Agreement.

3.1 A Summary breakdown of the Project fees is as follows

TASK	TASK DESCRIPTION	MAXIMUM TOTAL TASK PRICE
1	Project Management	\$18,000
2	Civil Design	--
2.1	Design Basis Memorandum	\$4,440
2.2	Plan Development	\$16,800
3	Geotechnical Engineering Analysis	--
3.1	Seismic Hazard Analysis	\$34,590
3.2	Landfill Settlement Analysis	\$5,100
3.3	Structural Integrity of Leachate Piping	\$20,720
3.4	Geomembrane Puncture	\$5,425
3.5	Waste Settlement Under Separation Liner	\$5,690
3.6	Static Stability Analysis	\$13,390
3.7	Seismic Slope Stability	\$18,070
3.8	Waste Settlement for Final Grades	\$4,240
3.9	Geotechnical Report	\$10,700
4	Landfill Gas Modeling	\$7,515
5	Drainage Evaluation	\$13,410
6	Revision of Joint Technical Document	--
6.1	JTD Revision	\$28,880
6.2	Closure and Postclosure Plan	\$11,830
7	Review WDR's	\$10,370
PROJECT TOTAL		\$229,170

3.2. Detailed Cost Proposal - SWFP, Infill Project at Fink Road Landfill																					
Labor Category	Hours by Task																	HOURS	UNITS	RATE	COST
	Task 1	Task 2.1	Task 2.2	Task 3.1	Task 3.2	Task 3.3	Task 3.4	Task 3.5	Task 3.6	Task 3.7	Task 3.8	Task 3.9	Task 4	Task 5	Task 6.1	Task 6.2	Task 7				
Project Manager, RW	48	2	12	1	1	12	0.5	1	1	1	4	1	0.5	8	20	10	10	133	hr	\$210	\$27,930
Geotechnical Engineer, NK		2		56	6	2	4	8	18	30	2	16						144	hr	\$190	\$27,360
Senior Engineering Review, KH	2		1	1		1			2	2	1	2		2	1		8	23	hr	\$230	\$5,290
Senior Geologist, DL				28														28	hr	\$170	\$4,760
Senior Review, AH				10														10	hr	\$230	\$2,300
Hydrogeo, TV															8	8	12	28	hr	\$210	\$5,880
Air Quality, RM															4		4	8	hr	\$210	\$1,680
Air Quality, JN															6			6	hr	\$150	\$900
Landfill Gas, AV		2											12					14	hr	\$195	\$2,730
Landfill Gas, SN													20					20	hr	\$135	\$2,700
Project Engineer, LA	40	12	20	28	12	40	12	8	24	40	8	40		30	60	20	20	414	hr	\$150	\$62,100
Permitting, MSJ															8			8	hr	\$135	\$1,080
Staff Engineer		12	30	30	16	80	24	24	44	44	12	8	20	50	80	40		514	hr	\$115	\$59,110
CAD			80	8		24			6	6				10	12	4		150	hr	\$95	\$14,250
Word Processing				3							2				2			7	hr	\$70	\$490
Clerical Staff ¹	2	1							1	1	1	1	1	1	1	1	1	12	hr	\$70	\$840
Labor Totals	92	31	143	165	35	159	40.5	41	96	124	30	68	53.5	101	202	83	55	1,519			
Subtotal Labor Cost by Task	\$16,680	\$4,440	\$16,800	\$26,760	\$4,990	\$20,610	\$5,425	\$5,690	\$13,390	\$18,070	\$4,240	\$10,700	\$7,515	\$13,410	\$28,480	\$11,830	\$10,370		Total Labor=	\$219,400	
Other Direct Costs	Amount by Task																	TOTAL	UNITS	RATE	COST
Large Format Drawings															\$40			\$40	Plot	\$5	\$200
Report Production															\$200			\$200	LS	\$-	\$200
Topographic Mapping																		0	LS	\$-	\$-
Electrical Design																		0	LS	\$-	\$-
CPT Rig				\$7,500														\$7,500	LS	\$-	\$7,500
Vehicle	12			3	1	1												17	Day	\$110	\$1,870
Direct Cost Total	\$1,320			\$7,830	\$110	\$110									\$400				Subtotal Direct Costs=	\$9,770	
Total Cost Task	\$18,000	\$4,440	\$16,800	\$34,590	\$5,100	\$20,720	\$5,425	\$5,690	\$13,390	\$18,070	\$4,240	\$10,700	\$7,515	\$13,410	\$28,880	\$11,830	\$10,370		TOTAL AMOUNT	\$229,170	

¹Clerical staff will be used to provide a cost-effective resource for document production and other project related administrative tasks.

EXHIBIT D
PROJECT SCHEDULE

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

ID	Task Name	Duration
1	Kick-Off Meeting	1 day
2	Task 1 – Project Management	115 days
3	Task 2 – Civil Design	65 days
4	Subtask 2.1 – Design Basis Memorandum	15 days
5	County Review	5 days
6	Subtask 2.2 – Plan Development	25 days
7	County Review	10 days
8	Task 3 – Geotechnical Engineering	65 days
9	Subtask 3.1 – Seismic Hazard Analysis	20 days
10	Subtask 3.2 – Landfill Settlement Analysis	10 days
11	Subtask 3.3 – Structural Integrity of Leachate Piping	10 days
12	Subtask 3.4 – Geomembrane Puncture Evaluation	10 days
13	Subtask 3.5 – Waste Settlement Under Separation Liner	10 days
14	Subtask 3.6 – Static Slope Stability Analysis	10 days
15	Subtask 3.7 – Seismic Slope Stability Analysis	10 days
16	Subtask 3.8 – Waste Settlement for Final Grades	10 days
17	Subtask 3.9 – Geotechnical Report	10 days
18	Task 4 – Landfill Gas Modeling	15 days
19	Task 5 – Stormwater Calculations	20 days
20	Task 6 – JTD Preparation	40 days
21	Subtask 6.1 – JTD Revision	40 days
22	Subtask 6.2 – Closure and Postclosure Maintenance Plan Revision	40 days
23	County Review	10 days
24	Finalize JTD and Appendices	10 days
25	Regulatory Review	40 days
26	Task 7 – Review WDRs	2 wks



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

AMENDMENT NO. 1

TO

**STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES AGREEMENT
WITH
GOLDER ASSOCIATES, INC.**

This Amendment No. 1 to the Professional Design Services Agreement ("Amendment No. 1") by and between the County of Stanislaus ("County") and Golder Associates, Inc. ("Consultant") is made and entered into on August 14th, 2019.

Whereas, the County and Consultant entered into an Agreement for Professional Design Services dated April 25, 2017 ("the Agreement"); and

Whereas, Paragraph 7.20 - Amendments of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties; and

Whereas, on April 25, 2017, the Stanislaus County Board of Supervisors approved the Director of the Department of Environmental Resources to sign amendments to this Agreement for an overall total not to exceed amount of \$252,087.00; and

Whereas, the County has a need to increase funding to this Agreement by \$15,000.00, in order to update and complete the Joint Technical Document (JTD) as per the Central Valley Regional Water Quality Control Board's comments in their June 20, 2019, letter, and CalRecycle's Submittal application for the project, and to allow for any additional needed services to complete the project; and

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

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

1. Section 2.0 Compensation and Billing, Item 2.1- Compensation of the Agreement is amended to read as follows:

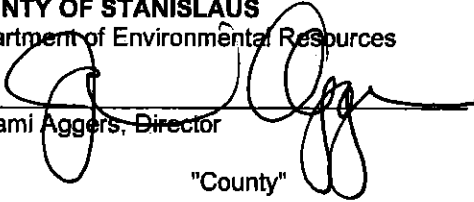
"Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed **Two Hundred Forty-Four Thousand, One Hundred and Seventy Dollars (\$244,170.00)**. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily."

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

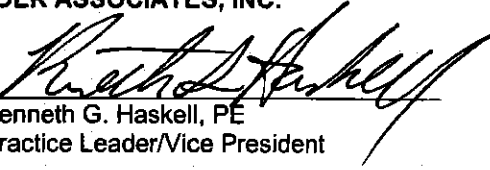
[SIGNATURES APPEAR ON NEXT PAGE]

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

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers, Director
"County"

GOLDER ASSOCIATES, INC.

By: 
Kenneth G. Haskell, PE
Practice Leader/Vice President
"Contractor"

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: 
Todd James, Deputy County Counsel



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

AMENDMENT NO. 2

TO

**STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES AGREEMENT
WITH
GOLDER ASSOCIATES, INC.**

This Amendment No. 2 to the Professional Design Services Agreement ("Amendment No. 2") by and between the County of Stanislaus ("County") and Golder Associates, Inc. ("Consultant") is made and entered into on March 30, 2020.

Whereas, the County and Consultant entered into an Agreement for Professional Design Services dated April 25, 2017 ("the Agreement"); and

Whereas, Paragraph 7.20 - Amendments of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties; and

Whereas, on August 14, 2019, the Director of the Department of Environmental Resources signed Amendment No. 1 to the Agreement, which increased the contract's not to exceed amount to \$244,170; and

Whereas, the Stanislaus County Board of Supervisors approved the Director of the Department of Environmental Resources to sign amendments to this Agreement for an overall total not to exceed amount of \$252,087.00; and

Whereas, the County has a need to increase funding to this Agreement by \$7,917, in order to allow for additional needed services to complete the project; and

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

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

1. Section 2.0 Compensation and Billing, Item 2.1- Compensation of the Agreement is amended to read as follows:

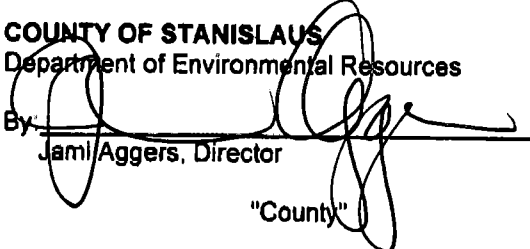
"Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed **Two Hundred Fifty-Two Thousand, Eighty Seven Dollars (\$252,087.00)**. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily."

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


[SIGNATURES APPEAR ON NEXT PAGE]

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

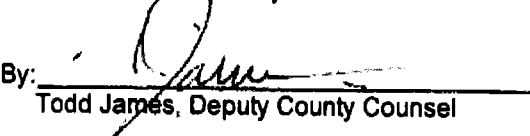
COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers, Director
"County"

GOLDER ASSOCIATES, INC.

By: 
Kenneth G. Haskell, PE
Practice Leader/Vice President
"Contractor"

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

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Todd James, Deputy County Counsel