



**First Amendment to Agreement No. 045-A-05/06-11
Between the County of El Dorado and
Nick J. Farros Sr., doing business as NJF Engineering**

THIS FIRST AMENDMENT TO AGREEMENT NO. 045-A-05/06-11 made and entered into the 6th day of June, 2006 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and Nick J. Farros, Sr., doing business as NJF Engineering, a sole proprietor duly qualified to conduct business in the state of California, whose principal place of business is 6237 Gordon Valley Road, Napa, CA 94558 (hereinafter referred to as "Consultant") hereby amends the Agreement as follows:

ARTICLE V

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly upon receipt of itemized invoices detailing a description of work performed. Payments shall be made within forty-five days following County's receipt and approval of invoices. For the purposes hereof, the billing rate shall be in accordance with Exhibit "B" marked "First Amendment To Agreement No. 045-A-05/06-11, Cost Estimate" incorporated herein and made a reference a part hereof.

Total payment for all Work directed by County pursuant to this Agreement shall be amended to increase the total amount of the Agreement by Forty Three Thousand Seven Hundred Fifty Dollars and No/100 (\$43,750.), so the total Agreement **SHALL NOT EXCEED One Hundred Twenty Seven Thousand Four Hundred Ten Dollars and NO/100 (\$127,410.)**, inclusive of all work of subconsultants and expenses.

ARTICLE XVI

Indemnity: The following provision shall apply to services performed on or after the effective date of this First Amendment to Agreement No. 045-A-05/06-11. To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful misconduct of County, its officers, agents, employees or representatives. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition

of any claim arising out of the activities under this Agreement.

All other sections of the Agreement No. 045-A-05/06-11, dated the 6th day of June 2006 shall remain unchanged and in full force.

REQUESTING DEPARTMENT CONCURRENCE:

By: _____

Dated: _____

Gerri Silva, M.S., REHS

Interim Director Environmental Management Department

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement No. 045-A-05/06-11 the day and year first below written.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____
Chair
Board of Supervisors

ATTEST:

Cindy Keck, Clerk of the
Board of Supervisors

Dated: _____

By: _____

- - CONSULTANT - -

Dated: _____

By: _____
Nick J. Farros, Sr.
Individually and Doing Business As
NJF Engineering

AMENDMENT NO. 1

EXHIBIT "A"

SCOPE OF WORK

1.0 SCOPE OF WORK

In general, the scope of work for this project is intended to satisfy the Final Closure and Postclosure Maintenance requirements for the Union Mine Landfill specified by the California Regional Water Quality Control Board, Central Valley Region (RWQCB) in their Waste Discharge Requirements Order No. R5-2006-0020. This scope of work describes the tasks to be managed and completed by the NJF Team.

Task 1: Prepare Final Closure and Postclosure Maintenance Plans

The Final Closure Plan for the 15.8-Acre Class III Old Landfill Area will be prepared in accordance with Combined State Water Resources Control Board/California Integrated Waste Management Board (SWRCB/CIWMB) Regulations, Title 27, California Code of Regulations (CCR), Division 2. Solid Waste, Subdivision 1. Consolidated Regulations for Treatment, Storage, Processing, or Disposal of Solid Waste, Chapter 4. Documentation and Reporting for Regulatory Tiers, Permits, WDRs, and Plans, Subchapter 4. Development of Closure/Post-Closure Maintenance Plans, §21800. Preparation of the Final Closure Plan is required in WDR Order No. R5-2006-0020. However, only 13.6 acres of the 15.8-acre Class III Old Landfill Area will receive final cover in the year 2007.

Preparation of the revisions to Final Postclosure Maintenance Plan dated February 2000 prepared by NJF Engineering will conform with Combined SWRCB/CIWMB Regulations, Title 27, CCR, Division 2. Solid Waste Subdivision 1, Consolidated Regulations for Treatment, Storage, Processing, or Disposal of Solid Waste Chapter 4. Documentation and Reporting for Regulatory Tiers, Permits, WDRs, and Plans, Subchapter 4. Development of Closure/Post-Closure Maintenance Plans, §21830.

Preparation of the Closure Cost Estimates to Final Closure shall conform with Combined SWRCB/CIWMB Regulations, Title 27, CCR, Division 2. Solid Waste Subdivision 1, Consolidated Regulations for Treatment, Storage, Processing, or Disposal of Solid Waste Chapter 4. Documentation and Reporting for Regulatory Tiers, Permits, WDRs, and Plans, Subchapter 4. Development of Closure/Post-Closure Maintenance Plans, §21820.

Preparation of Postclosure Maintenance Cost Estimates will conform with Combined SWRCB/CIWMB Regulations, Title 27, CCR, Division 2. Solid Waste Subdivision 1, Consolidated Regulations for Treatment, Storage, Processing, or Disposal of Solid Waste Chapter 4. Documentation and Reporting for Regulatory Tiers, Permits, WDRs, and Plans, Subchapter 4. Development of Closure/Post-Closure Maintenance Plans, §21840.

Lastly, a slope stability analysis for the proposed final cover will be completed as requested in WDR Order No. R5-2006-0020, D. Provisions, paragraph 5. The stability analysis will assume that the vegetative soil layer will consist of onsite material, thus required a geocomposite material between the linear low density polyethylene (LLDPE) liner and the vegetative soil layer.

Task 2: Prepare Construction Quality Assurance Plan

The construction quality assurance (CQA) Plan shall be prepared in accordance with the requirements of Title 27, California Code of Regulations (CCR), Division 2, Subdivision 1, Chapter 3, Subchapter 2, Article 4, §20323 & §20324; and the California Integrated Waste Management Board (CIWMB), Title 14, CCR, Division 7, Chapter 3, Article 7.8, §17774, Construction Quality Assurance. The CQA Plan shall provide the pre-construction and construction testing requirements and procedures necessary to assure the RWQCB that final cover for the 13.6-acre area was constructed properly.

Task 3: Prepare Construction Bid Documents and Construction Administration

The bid documents will include the County General Bidding Requirements, project Technical Specifications, Construction Drawings and a Bid Schedule to construct the final cap within the 13.6-acre Class III Old Landfill Area as required by the approved CQA Plan. Construction Administration services will include the following tasks:

- Conduct Pre-Bid Meetings,
- Review of Bids from Qualified Contractors,
- Review the Contractor's invoices and provide the County with the recommendations for progress payments, and
- Conduct a Final Job Walk after construction is completed.

Task 4: Prepare Closure Certification Report

Preparation of a closure certification report will be completed by September 30, 2007 and shall conform with Combined SWRCB/CIWMB Regulations, Title 27, CCR, Division 2. Solid Waste Subdivision 1, Consolidated Regulations for Treatment, Storage, Processing, or Disposal of Solid Waste Chapter 4. Documentation and Reporting for Regulatory Tiers, Permits, WDRs, and Plans, Subchapter 4. Development of Closure/Post-Closure Maintenance Plans, §21880.

Task 5: Permitting, Operations & Engineering Assistance

Several landfill reports may be updated to reflect the operational and design modifications completed as part of this closure project. The two major reports that will be affected by these design and operational changes are the *Report of Disposal Site Information* and the *Report of Waste Discharge* (Joint Technical Documents). The NJF team will work closely with EDC to provide additional permitting assistance in the most efficient manner.

2.0 COST ESTIMATE AND SCHEDULE

The Final Closure and Postclosure Maintenance Plans, CQA Plan and Closure Certification Report shall be submitted to the RWQCB in accordance with the deadlines outlined in WDRs Order No. R5-2006-0020. The Bid Documents shall be prepared and submitted to the County by January 30, 2007. The cost estimate is in 2007 dollars, and is based upon cost/bid information from projects of similar scope. These cost estimates will not be exceeded without your prior authorization. These costs include:

NJF Engineering

Professional consulting services by Mr. Nicholas J. Farros, P.E., a civil engineer registered in the State of California, at a rate of \$150.00 per hour.

Julia R. Leung Consulting Engineer

Professional consulting services by Ms. Julia R. Leung, P.E., a civil engineer registered in the State of California, at a rate of \$125.00 per hour.

RMC Geoscience, Inc.

Professional labor and services by Richard A. Mitchell, R.G., C.E.G., a registered geologist and certified engineering geologist in the State of California, at a rate of \$125.00 per hour.

Counseltech

Professional labor and services by Mr. Larry Kamp, at a rate of \$75.00 per hour.

EXHIBIT "B"
FIRST AMENDMENT TO AGREEMENT NO. 045-A-05/06-11
COST ESTIMATE

COST ESTIMATE ENGINEERING, CONSTRUCTION MANAGEMENT AND PERMITTING ASSISTANCE UNION MINE LANDFILL

Task	Description	Original Cost	First Amendment	Total Cost
1. Prepare Final Closure and Postclosure Maintenance Plan				\$26,800
	Project Manager	\$4,800		
	Civil Engineer	\$8,000		
	Geotechnical Engineer	\$8,000		
	AutoCAD Operator	\$4,500		
	Expenses	\$1,500		
2. Prepare Construction Quality Assurance Plan				\$7,635
	Project Manager	\$960	\$600	
	Civil Engineer	\$1,600	\$875	
	Geotechnical Engineer	\$1,000	\$500	
	AutoCAD Operator	\$900	\$450	
	Expenses	\$500	\$250	
3. Prepare Construction Bid Documents and Construction Administration				\$32,025
	Project Manager	\$7,200	\$3,600	
	Civil Engineer	\$3,600	\$1,875	
	AutoCAD Operator	\$7,500	\$3,750	
	Expenses	\$3,000	\$1,500	
4. Prepare Construction Certification Report				\$14,650
	Project Manager	\$3,600		
	Civil Engineer	\$6,000		
	Geotechnical Engineer	\$800		
	Engineering/AutoCAD Operator	\$3,000		
	Expenses	\$1,250		

FIRST AMENDMENT TO COST ESTIMATE ENGINEERING, CONSTRUCTION MANAGEMENT AND PERMITTING ASSISTANCE UNION MINE LANDFILL

Task	Description	Original Cost	First Amendment	Total Cost
5. Permitting, Operations & Engineering Assistance				\$46,300
Project Manager		\$7,200	\$21,600	
Civil Engineer		\$8,000	\$8,000	
Expenses		\$750	\$750	
TOTAL COST ESTIMATE			\$127,410	