First Amendment to Contract No. 017-C-09/10-BOS Between the County of El Dorado and Geosyntec Consultants, Inc

THIS FIRST AMENDMENT TO CONTRACT No. 017-C-09/10-BOS made and entered into the 29th day of June, 2010 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Geosyntec Consultants Inc., duly qualified to conduct business in the State of California, whose principal place of business is 475 14th Street, Suite 400 Oakland, CA 94612 (hereinafter referred to as "Contractor") hereby amends the Contract as follows:

ARTICLE I

Scope of Services: Consultant shall perform all professional and technical services and shall make available Consult/ants own personnel, materials and equipment necessary to perform the services, work, and tasks designated as outlined in Exhibit "A" marked "Scope of Work Amended 6/29/2010" incorporated herein and made by reference a part hereof (hereafter the "Work").

ARTICLE IV

Compensation for Services:

A. For services provided herein, County agrees to pay Consultant by tasks, upon receipt of itemized invoices detailing a description of work performed. Payments shall be made within forty-five (45) days following County's receipt and approval of invoices. For the purposes hereof, the billing rate shall be in accordance with Exhibit "B" marked "Fee Schedule Amended 6/29/2010" attached hereto and incorporated herein.

B. The total payment under this Agreement to Consultant **SHALL NOT EXCEED Three Hundred Forty Nine Thousand Nine Hundred Twenty Nine dollars and No cents ($349,929).**

All other sections of the Contract, dated the 7th day of June 2010 shall remain unchanged and in full force.

REQUESTING DEPARTMENT CONCURRENCE:

By: Gerri Silva **Dated:** June 24, 2010
Gerri Silva, M.S., REHS
Environmental Management Director

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Contract No. 017-C-09/10 BOS the day and year first below written.

- - COUNTY OF EL DORADO - -

Dated: 6-29-10

By: Norma Santiago
Chair
Board of Supervisors

ATTEST:

Dated: June 29, 2010

By: Kathrey Tyler, Deputy Clerk
Suzanne Allen de Sanchez, Clerk of the
Board of Supervisors

- - CONTRACTOR - -

Dated: 6/23/2010

By: Hari D. Sharma
Dr. Hari D. Sharma, P.E., G.E., Principal
Geosyntec Consultants, Inc.

Exhibit A - Scope of Work

Amended 6/29/2010

Section 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 County: The County of El Dorado is the County and is identified as the County in the Agreement and these General Conditions. The term County, and pronouns in place of the same shall mean the County of El Dorado acting by and through its designated representative. The County is the Work Party on behalf of the U.S. Department of Agriculture, Forest Service.

1.1.2 County's Representative: This term shall refer to the Director of Environmental Management or his or her designated representative.

1.1.3 Administrator: The County Officer or employee with responsibility for administering this Contract is Gerri Silva, or her designee.

1.1.4 Consultant: The person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term Consultant means the Consultant's personnel or the Consultant's authorized representative.

1.1.5 Engineer: The engineering oversight firm hired by the County for this project.

1.1.6 SubConsultant: Those Consultants, of what ever tier, furnishing labor or material, or both, for the Work under the Contract with the Consultant.

1.1.7 Owner: U.S. Department of Agriculture, Forest Service

1.1.8 Contractor: The Contractor hired by the County to perform the landfill closure construction

1.1.9 Contract Documents: The Contract Documents shall include the following Documents: The Notice to Bidders, the Accepted Bid Proposal, all Addenda, the Agreement with the CQA Consultant, the General Conditions, Supplementary Conditions (if any), the Drawings and Specifications, Construction Quality Assurance Plan (CQA Plan), Engineering/Remediation Resources Group, Inc.'s Remedial Design dated January 2009, Forest Service "Record of Decision for Meyers Landfill, Operable Unit – Landfill Waste Mass, El Dorado County, California" dated November 2007, Final Partial Consent Decree, Notice of Award, Notice to Proceed, Withholding Exemption Certificate 590, Form W-9, Certificate of Insurance.

It is the intent of the parties involved in this contract to include the aforementioned documents as part of this contract. Design documents, CQA plan, Remedial Design, and

Record of Decision may be located at the following web links :
http://www.fs.fed.us/r5/ltbmu/projects/meyers/index.shtml
http://www.edcgov.us/emd/admin/bids_013pw0910.html

1.1.10 Work: The services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by the Consultant to fulfill the Consultant's obligations.

1.1.11 Project: The total construction project, including construction site, of which the Work performed under the Contract Documents may be the whole or part and which may include construction by the County or by separate Consultants.

1.1.12 Plans or Drawings: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. Additionally Plan also refers to the CQA Plan.

1.1.13 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.4 WAIVER OF "COMMON PRACTICE"

1.4.1 Waiver of "Common Practice" as Construction Criteria: The Consultant shall waive "common practice" and "common usage" as construction criteria wherever the Contract Documents details, plans, specifications, the CQA plan, governing codes, or ordinances require greater quantity or better quality than common practice or common usage would require.

Section 2
COUNTY

2.1 COUNTY'S REPRESENTATIVE

2.1.1 County Representative: The County will be represented by the County's Representative who shall see that the performance of the Work is in strict accordance with the Contract Specifications on behalf of the County.

2.1.2 County May Appoint Engineer: County shall be entitled to appoint such other agent, as Engineer who shall see that the performance of the work is in strict accordance with the Contract Specifications on behalf of the County.

2.1.3 Communication: In order that the County may act upon expert advice and upon good procedure, all communications from the Consultant will be through said County's Representative, or Engineer if one is appointed, and all communications and instructions from the County to the Consultant will be so routed. The County reserves the right to alter this procedure without the

consent of the Consultant. All communications not in compliance herewith, shall be considered non-binding on the County.

Section 3
CONSULTANT'S RESPONSIBILITIES

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.1.1 Reporting Errors in Contract Documents: The Consultant shall carefully study and compare the Contract Documents with each other and shall at once report to the County errors, inconsistencies, or omissions discovered. If the Consultant performs any activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the County, the Consultant shall assume responsibility for such performance and shall bear all costs for correction.

3.1.2 Reporting Errors in Field Conditions: The Consultant shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Consultant with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the County at once.

3.2 SUPERVISION AND QUALITY ASSURANCE PROCEDURES

3.2.1 Supervision of Work: The Consultant shall supervise and direct the Work, using the Consultant's best skill and attention. The Consultant shall be solely responsible for and have control over administering the construction quality assurance program and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 Acts of Employees and Agents: The Consultant shall be responsible to the County for acts and omissions of the Consultant's employees, sub-Consultants and their agents and employees, and other persons performing portions of the Work under a contract with the Consultant.

3.2.3 Acts Do Not Waive Consultant's Obligation: The Consultant shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the County's Representative or the Engineer in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Consultant.

3.3 PROSECUTION OF WORK

3.3.1 Time of the Essence: It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The Work shall be prosecuted at such time, and in or on such part or parts of the Work as may be required to complete the Work as set forth in the Contract Documents.

3.3.2 Work Schedule: A work schedule is required to be submitted. The Work should begin when the construction project onsite begins. The schedule will be for County's information only. Silence or inaction with regard to Consultant's Schedule shall not be construed as acquiescence or acceptance of the Schedule as being binding on County. Unless specifically adopted by resolution or minute order of the El Dorado County Board of Supervisors, such schedule shall not be binding on the County of El Dorado. Consultant's schedule shall provide for the completion date not to exceed nor shall it provide for the completion date earlier than the time limits for completion set forth in the Contract Documents.

3.4 WORK REQUIREMENTS

3.4.1 Conduct of Work: The Consultant shall confine the storage of its equipment and materials to limits as designated. The Consultant shall at all times exercise due caution and ensure the safety of its employees onsite.

3.4.2 Maintenance of Site: Strict prohibition against committing nuisances in or about the Work shall be maintained, and the Consultant shall not in any way obstruct or interfere with movements of traffic on any public highway or public right of way without first obtaining the necessary approval of the proper public agency.

3.5 CONSULTANT'S WORK SCHEDULES

3.5.1 Prepare and Submit Work Schedule: The Consultant, promptly after being awarded the Contract, shall prepare and submit for the County's information a schedule for the Work. The Schedule completion date shall not exceed the time limits for completion set forth in the Contract Documents. The Schedule shall be revised at appropriate intervals, as determined by the Engineer, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.5.2 Keep Schedule Current: The Consultant shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the construction schedule and allows the Engineer reasonable time to review submittals.

3.5.3 Schedule for Information Only: The Consultant's Work Schedule is for the County's information only and such Schedule shall not be considered to be binding on the County of El Dorado for the purpose of establishing damages for delay that occur prior to the Time for Completion set forth in the Agreement with the CQA Consultant. Silence or inaction with regard to the Consultant's Schedule shall not be construed as acquiescence or acceptance of the Schedule as being binding on County. Float, of all types whether for the entire Project or for specific tasks, is for the benefit of County and may be used by County without penalty.

3.6 USE OF SITE

3.6.1 Site Usage: The Consultant shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.7 COORDINATION OF WORK

3.7.1 Material and Equipment Storage: The Consultant shall afford the County and separate Consultants reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Consultant's Work with theirs as required by the Contract Documents.

3.7.2 Discrepancies or Defects: If part of the Consultant's Work depends for proper execution or results upon construction or operations by the County or a separate Contractor, the Consultant shall, prior to proceeding with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in such other work that would render it unsuitable for such proper execution and results. Failure of the Consultant to so report shall constitute an acknowledgment that the County's or separate Consultant's completed or partially completed work is fit and proper to receive the Consultant's Work, except as to defects not then reasonably discoverable.

3.7.3 Remedy of Damages: The Consultant shall promptly remedy damage wrongfully caused by the Consultant to completed or partially completed construction or to property of the County or separate Consultants as provided in the Contract Drawings.

3.8 CONSTRUCTION QUALITY ASSURANCE

3.8.1 Construction Quality Assurance Consultant: The Consultant has the primary responsibility of implementing and managing the CQA program described in the CQA plan included in the Remedial Action Work Plan dated October 2009. The Consultant will document that Construction Quality Control (CQC) was performed in compliance with the CQA plan, and therefore that the construction was performed in compliance with the design and contract documents.

3.8.1.1 Supplemental Monitoring: Air Quality (dust, methane, hydrogen sulfide, and VOCs) in accordance with the Remedial Action Work Plan Appendix E, Air Pollution Prevention Plan prepared by BAS, October 2009; Noise in accordance with in accordance with the Remedial Action Work Plan Appendix H, Noise Control Plan prepared by BAS, October 2009; and Storm Water Quality in accordance with the Remedial Action Work Plan Appendix D, Storm Water Pollution Prevention Plan prepared by BAS, October 2009.

3.8.2 CQA Documentation: Documentation associated with the QA process shall be provided to the County and the Forest Service following completion of all site work, as part of the construction completion report. The Forest Service' and County site representative will be notified in writing of any issues identified during the QA process within 24 hours. Notification will include identification of the issue, presentation of resolution alternatives, and a discussion of the resolution proposed or implemented.

EXHIBIT "B"

FEE SCHEDULE

Table 1 - Amended 6/29/10
COST ESTIMATE FOR CQA SERVICES
LANDFILL CLOSURE CONSTRUCTION
MEYERS LANDFILL OU-1
El Dorado County, California
21 December 2009

ITEM	UNIT	UNIT RATE	NUMBER	UNADJUSTED COST	MARK-UP	ADJUSTED TOTAL
TASK 1 - CQA FIELD SERVICES						
CQA Officer	hour	$ 159.16	84	$13,369	1	$13,369
Assistant CQA Manager	hour	$ 124.55	126	$15,693	1	$15,693
CQA Field Manager	hour	$ 73.81	1056	$77,943	1	$77,943
Field Monitor	hour	$ 65.75	150	$9,863	1	$9,863
Per Diem - CQA Field Manager	day	$ 39	104	$4,056	1	$4,056
Lodging/Utilities - CQA Field Manager	month	$ 1,200	5	$6,000	1	$6,000
Vehicle/Fuel - CQA Field Manager	day	$ 100	104	$10,400	1	$10,400
Per Diem - Field Monitor	day	$ 39	10	$390	1	$390
Lodging/Utilities - Field Monitor	week	$ 700	3	$2,100	1	$2,100
Vehicle/Fuel - Field Monitor	day	$ 100	15	$1,500	1	$1,500
Nuclear Density Gauge	week	$ 210	21	$4,410	1	$4,410
Sample Shipping	lump	$ 1,500	1	$1,500	1	$1,500
Miscellaneous Field Supplies	lump	$ 1,500	1	$1,500	1	$1,500
				Total Task 1		**$148,725**
TASK 2 - LABORATORY TESTING						
Foundation Layer (35,500 CY)						
Moisture-Density Curves (ASTM D 1557)	each	$ 120	8	$960	1.1	$1,056
Sieve Analysis (ASTM D 422)	each	$ 40	2	$80	1.1	$88
Sand Drainage Layer (3,500 CY)						
Moisture-Density Curves (ASTM D 1557)	each	$ 120	1	$120	1.1	$132
Sieve Analysis (ASTM D 422)	each	$ 40	2	$80	1.1	$88
Cover Soil (35,500 CY)						
Moisture-Density Curves (ASTM D 1557)	each	$ 120	8	$960	1.1	$1,056
Sieve Analysis (ASTM D 422)	each	$ 40	2	$80	1.1	$88
Volatile Organic Compounds (EPA 8260B)	each	$ 85	5	$425	1.1	$468
Total Petroleum Hydrocarbons-Gas (EPA 8260B)	each	$ 85	5	$425	1.1	$468
Total Petroleum Hydrocarbons-Diesel (EPA 8015)	each	$ 40	5	$200	1.1	$220
CAM-17 Metals (EPA 6010B and 7470A/7471A)	each	$ 85	5	$425	1.1	$468
Vegetative Soil Layer (17,700 CY)						
Moisture-Density Curves (ASTM D 1557)	each	$ 120	4	$480	1.1	$528
Volatile Organic Compounds (EPA 8260B)	each	$ 85	5	$425	1.1	$468
Total Petroleum Hydrocarbons-Gas (EPA 8260B)	each	$ 85	5	$425	1.1	$468
Total Petroleum Hydrocarbons-Diesel (EPA 8015)	each	$ 40	5	$200	1.1	$220
CAM-17 Metals (EPA 6010B and 7470A/7471A)	each	$ 85	5	$425	1.1	$468
Agronomy Tests	each	$ 75	11	$825	1.1	$908
General Fill in Trenches						
Moisture-Density Curves (ASTM D 1557)	each	$ 120	1	$120	1.1	$132
Access Road						
Moisture-Density Curves (ASTM D 1557)	each	$ 120	1	$120	1.1	$132
Drainage Channel Base Material						
Moisture-Density Curves (ASTM D 1557)	each	$ 120	1	$120	1.1	$132
Compacted Fill in French Drain						
Moisture-Density Curves (ASTM D 1557)	each	$ 120	2	$240	1.1	$264
Concrete						
Strength Test (ASTM C 31)	each	$ 60	10	$600	1.1	$660

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ITEM	UNIT	UNIT RATE	NUMBER	UNADJUSTED COST	MARK-UP	ADJUSTED TOTAL
60 mil DS Textured Geomembrane (479,000 SF)						
Sheet Density (ASTM D 1505)	each	$ 15	5	$75	1.1	$83
Carbon Black Content (ASTM D 1603)	each	$ 22	5	$110	1.1	$121
Carbon Black Dispersion (ASTM D 5596)	each	$ 25	5	$125	1.1	$138
Thickness (ASTM D 5199)	each	$ 6	5	$30	1.1	$33
Tensile Properties (ASTM D 6693)	each	$ 45	5	$225	1.1	$248
Tear Resistance (ASTM D 1004)	each	$ 42	5	$210	1.1	$231
Puncture Resistance (ASTM D 4833)	each	$ 30	5	$150	1.1	$165
Oxidative Induction Time (ASTM D 3895)	each	$ 125	5	$625	1.1	$688
Seam Peel and Shear (ASTM D 6392)	each	$ 17	20	$340	1.1	$374
In-plant Sampling	hour	$ 25	15	$375	1.1	$413
Geocomposite (479,000 SF)						
Geonet Component						
Density (ASTM D 1505)	each	$ 15	5	$75	1.1	$83
Thickness (ASTM D 5199)	each	$ 8	5	$40	1.1	$44
Tensile Strength (ASTM D 5035)	each	$ 45	5	$225	1.1	$248
Carbon Black Content (ASTM D 1603)	each	$ 22	5	$110	1.1	$121
Geotextile Component						
Grab Strength (ASTM D 4632)	each	$ 42	5	$210	1.1	$231
Mass Per Unit Area (ASTM D 5261)	each	$ 15	5	$75	1.1	$83
Puncture Resistance (ASTM D 4833)	each	$ 30	5	$150	1.1	$165
Trapezoidal Tear Strength (ASTM D 4533)	each	$ 42	5	$210	1.1	$231
Permittivity (ASTM D 4491)	each	$ 60	5	$300	1.1	$330
AOS (ASTM D 4751)	each	$ 70	5	$350	1.1	$385
Ultraviolet Stability (ASTM D 4355)	each	$ 198	5	$990	1.1	$1,089
Geocomposite						
Transmissivity (ASTM D 4716)	each	$ 70	5	$350	1.1	$385
Geonet/Geotextile Adhesion (GSI GRI GC7)	each	$ 40	10	$400	1.1	$440
In-plant Sampling	hour	$ 30	15	$450	1.1	$495
8 oz/yd^2 Nonwoven Geotextile						
Grab Strength (ASTM D 4632)	each	$ 42	5	$210	1.1	$231
Mass Per Unit Area (ASTM D 5261)	each	$ 15	5	$75	1.1	$83
Puncture Resistance (ASTM D 4833)	each	$ 30	5	$150	1.1	$165
Trapezoidal Tear Strength (ASTM D 4533)	each	$ 42	5	$210	1.1	$231
Permittivity (ASTM D 4491)	each	$ 60	5	$300	1.1	$330
AOS (ASTM D 4751)	each	$ 70	5	$350	1.1	$385
In-plant Sampling	hour	$ 30	10	$300	1.1	$330
Geogrid (988,000 SF)						
Tensile Properties (ASTM D 6637)	each	$ 75	5	$375	1.1	$413
In-plant Sampling	hour	$ 35	10	$350	1.1	$385
Interface Shear Strength						
Geomembrane vs Geocomposite (ASTM D 45321)	3-point	$ 475	1	$475	1.1	$523
Geomembrane vs Drainage Sand (ASTM D 46243)	3-point	$ 600	1	$600	1.1	$660
				Total Task 2		**$19,063**

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TASK 3 - CQA REPORT						
Principal	hour	$ 192.65	8	$1,541	1	$1,541
QA Officer	hour	$ 159.16	32	$5,093	1	$5,093
Assistant QA Manager	hour	$ 124.55	60	$7,473	1	$7,473
Field Manager	hour	$ 73.81	24	$1,771	1	$1,771
Technical Word Processor	hour	$ 62.00	8	$496	1	$496
CADD Designer	hour	$ 98.00	16	$1,568	1	$1,568
CADD System	hour	$ 12	16	$192	1	$192
Reproduction/Shipment	lump	$ 2,000	1	$2,000	1	$2,000
				Total Task 3		**$18,594**
TASK 4 - PROJECT MANAGEMENT/ADMINISTRATION/MEETINGS						
QA Officer	hour	$ 159.16	268	$42,655	1	$42,655
Assistant QA Manager	hour	$ 124.55	58	$7,224	1	$7,224
Vehicle/Fuel	day	$ 100	23	$2,300	1	$2,300
Miscellaneous	lump	$ 500	1	$500	1	$500
				Total Task 4		**$52,679**
TASK 5 - AIR, NOISE, and STORMWATER MONITORING						
CQA Officer	hour	$ 159.16	19	$3,024	1	$3,024
Assistant CQA Manager	hour	$ 124.55	38	$4,733	1	$4,733
Field Monitor	hour	$ 65.75	940	$61,805	1	$61,805
Rental Monitoring Equipment						
Two (2) PM10 Dust Meters	month	$ 1,800.00	5	$9,000	1	$9,000
Two (2) Anova Methane/H2S Meters	month	$ 1,320.00	1	$1,320	1	$1,320
One (1) Davis Weather Station	month	$ 660.00	5	$3,300	1	$3,300
Two (2) Casella CEL350 Noise Meters	month	$ 500.00	5	$2,500	1	$2,500
VOCs Lab testing	lump	$ 2,000.00	1	$2,000	1	$2,000
Stormwater Lab Testing	lump	$ 2,500.00	1	$2,500	1	$2,500
Per Diem - Field Monitor	day	$ 39	133	$5,187	1	$5,187
Lodging/Utilities - Field Monitor	week	$ 1,200	5	$6,000	1	$6,000
Vehicle/Fuel - Field Monitor	day	$ 100	94	$9,400	1	$9,400
Miscellaneous Field Supplies	lump	$ 100	1	$100	1	$100
				Total Task 5		**$110,869**
				GRAND TOTAL		**$349,929**

Notes:

TASK 1 - CQA FIELD SERVICES

1- Assumes 104 working days at 10 hours per day, or 1040 onsite hours plus two 8-hr days for mob/demob for the CQA Field Manager. Since an
2- In-situ nuclear density and moisture content testing to be completed by field personnel at no additional cost.
3- Includes 6 hrs per week for Assistant QA Manager and 4 hours per week for QA Officer for 21 weeks for reviewing construction documentation

TASK 2 - LABORATORY TESTING

1- Geosynthetic laboratory testing to be performed by Precision Geosynthetic Laboratory in Anaheim, California.
2- Soil and concrete laboratory testing to be performed by Pezonella Geotechnical Laboratory in Reno, NV.
3- Geosynthetic quantities increased by 10% to account for wastage and overlap.
4- Geosyntec will perform in-plant sampling of geosynthetics to expedite conformance testing schedule.
5- Assumes laboratory testing to be conducted under a subcontract agreement with Geosyntec Consultants.

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6- If additional specifications are issued by the Design Engineer, additional testing may be required.

TASK 3 - CQA REPORT

1- 4 hard copies of the Draft Report and 10 copies (hard copies and electronic) of the Final Report will be submitted to the County.

TASK 4 - PROJECT MANAGEMENT/ADMINISTRATION/MEETINGS

1- Assumes one onsite kick-off meeting, one onsite pre-construction meeting, and 21 onsite progress meetings (including Final Sitewalk) attended

TASK 5 - AIR, NOISE, and STORMWATER MONITORING

1- Assumes 94 working days at 10 hours per day, or 940 hours for the Field Monitor. Actual costs will depend on the duration of construction.
2- Includes 2 hr per week for Assistant QA Manager and 1 hours per week for QA Officer for 19 weeks for data review and coordinating with the