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1-26-11

**Agreement No. 017-A-09/10-BOS Between the
County of El Dorado and Geosyntec Consultants, Inc.**

THIS AGREEMENT NO. 017-A-09/10-BOS made and entered 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 Geosyntec Consultants Incorporated, a corporation 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 "Consultant").

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide Construction Quality Assurance services concerning the Meyers Landfill closure project; and

WHEREAS, Consultant has represented to County that it is experienced and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services are in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of such services provided by Consultant are in the public's best interest, are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

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

ARTICLE II

Location of Work: The Work is to be performed at the Meyers Landfill, located in the South Lake Tahoe Basin.

ARTICLE III

Standards for Work: Consultant will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality and under similar conditions. No other representation, express or implied, is included or intended in this agreement, or in any report, opinion, document, or other instrument of service.

ARTICLE IV

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on December 31, 2010.

ARTICLE V

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" attached hereto and incorporated herein.
- B. The total payment under this Agreement to Consultant **SHALL NOT EXCEED Two Hundred Thirty Nine Thousand Sixty Dollars and No cents (\$239,060).**

ARTICLE VI

Consultant Reporting: Reports on Services rendered by Consultant shall be submitted to County in the format, and under the conditions, outlined in the Exhibit "A" marked "Scope of Work."

ARTICLE VII

Deliverables: Deliverables will be specified by the County for each individual assignment, and specific task assignments and work requirements will be specifically identified on a task-by-task basis. Failure to submit requested deliverables shall be grounds for termination of the Agreement, as provided in Article XIV.

ARTICLE VIII

Ownership of Data: Upon completion or earlier termination of all work under this Agreement, ownership and title to all reports, documents, plans, (including digitized plans) specifications and estimates produced as part of this Agreement will automatically be vested in the County and no further Agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process. Any reuse of such materials shall be done at the sole risk of the County.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully

executed by duly authorized officers of the parties hereto. There shall be no change in the Consultant's Administrator or sub consultants without prior written approval by the County's Administrator.

ARTICLE X

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff or its designated agent. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County, or its designated agent, and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE XI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of their personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and sub consultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and a workmanlike manner and shall be liable for its own negligence and negligent acts of its employees and sub consultants. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees or sub consultants.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide

funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder. In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time of to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for Agreement resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by Agreement or by any other means.

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered. Notices to County shall be in duplicate and addressed as follows:

County of El Dorado
Environmental Management Department
Attn: Gerri Silva, Director
2850 Fairlane Ct.
Placerville, CA 95667

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

Geosyntec Consultants, Inc.
Attn: Mike Minch
475 14th Street, Suite 400
Oakland, CA 94612

ARTICLE XVI

Indemnity: 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. 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.

ARTICLE XVII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined a single limit per occurrence for bodily injury and property damage.

- C. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through a partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to a said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of a term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such events.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insures coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additionally insured, but only insofar as the operations under this Agreement is concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retention must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees, and volunteers;

or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultants' obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificates of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XVIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIX

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other Agreement connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XX

Withholding (Form 730): In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made under terms of this Agreement if Consultant falls under "Contract-Employee" category as determined by County prior to execution of Agreement.

ARTICLE XXI

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during the term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXII

Tax Payer Identification Number (Form W-9): All independent Consultants or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gerri Silva, Director of Environmental Management, or her designee.

ARTICLE XXV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXVIII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be

amended or changed. Consultant, and all Consultants staff, employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Environmental Management Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

ARTICLE XXIX

Licenses: Consultant warrants and represents that he/she holds a valid Civil Engineers License, No. 47839, and a valid Geotechnical Engineer License, No. 2372 issued by the State of California and that his/her licenses are in good standing. A copy of the licenses must be provided with this Agreement.

ARTICLE XXX

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXXI

Entire Agreement: This document and the documents referred to herein or exhibit(s) hereto is the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING DEPARTMENT CONCURRENCE:

By: Gerri Silva
Gerri Silva, M.S., REHS
Environmental Management Department Director

Dated: June 7, 2010

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 1-26-10

By: 
Chair **Norma Santiago**
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez, Clerk of the
Board of Supervisors

Dated: 1-26-10

By: 

-- CONSULTANT --

Dated: 6/3/2010

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

Exhibit A - Scope of Work

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/lbmu/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.

3.8.2 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
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 |

Table 1
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 |
|----------------------------------------------------|---------|-----------|--------|-----------------|---------|-----------------|
| 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) | | | | | | |
| <u>Geonet Component</u> | | | | | | |
| 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 |
| <u>Geotextile Component</u> | | | | | | |
| 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 |
| <u>Geocomposite</u> | | | | | | |
| 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/yd² 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 |

Table 1
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 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 |
| GRAND TOTAL | | | | | | \$239,060 |

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 additional Field Monitor will be required during 10 days of the project for geosynthetics installation, an additional 150 onsite hours are included for a Senior Engineering Technician. Actual costs will depend on the duration of construction.
- 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 (submittals, lab data, field reports, meeting minutes, etc.) and coordinating with the County, contractors, field personnel, and laboratories.

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.
- 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 by the QA Officer. Assumes Assistant CQA Manager to attend weekly meetings by teleconference.