

16-0719

CONSULTANT AGREEMENT

THIS AGREEMENT for Engineering Consultant Services, hereinafter referred to as "the AGREEMENT," is made and entered into this 27th day of September, 2016 by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "the COUNTY"; and Golder Associates, Inc., Engineering Consultant, whose address is, 425 Lakeside Drive, Sunnyvale, CA 94085, hereinafter referred to as "the CONSULTANT".

WITNESSETH

WHEREAS, the CONSULTANT has been selected to provide professional and engineering services necessary and to perform Construction Quality Assurance (CQA) Services for the American Avenue Disposal Site Phase III, Modules 7-8 Excavation And Liner System Construction, hereinafter referred to as "the PROJECT"; and

WHEREAS, said CONSULTANT has been selected in accordance with the COUNTY's Ordinance Code Chapter 4.10 on the selection of architects, engineers, and other professionals to provide the engineering services necessary for the PROJECT.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the above named parties agree as follows:

I. GENERAL PROVISIONS

A. The COUNTY hereby contracts with the CONSULTANT as an independent contractor to provide the consultant engineering services required for the PROJECT.

B. The work to be performed under the AGREEMENT is detailed in Exhibit A, attached hereto and incorporated by this reference as though fully set forth herein, as reiterated in Article II ("Consultant's Obligations").

C. The CONTRACT ADMINISTRATOR on behalf of the COUNTY will be:

Erin Haagenson, Senior Staff Analyst

2220 Tulare Street, Suite 600

Fresno, CA 93721

559-600-4528

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ehaagenson@co.fresno.ca.us

and shall remain so unless the CONSULTANT is otherwise notified in writing by the COUNTY's Director of Public Works and Planning or his/her designee ("the DIRECTOR").

The PROJECT MANAGER for the CONSULTANT will be:

Richard D. Haughey, PE
425 Lakeside Drive
Sunnyvale, CA 94085
Tel: (408) 220-9223

Richard_Haughey@golder.com

and shall remain so unless the CONSULTANT requests and DIRECTOR approves, in writing, a change of the PROJECT MANAGER, which approval will not be unreasonably withheld.

D. The CONSULTANT's PROJECT team listed in Exhibit B, attached hereto and incorporated herein, is hereby approved. The CONSULTANT shall not substitute any of the employees or subconsultant firms listed in Exhibit B without prior written authorization from the CONTRACT ADMINISTRATOR, which approval shall not be unreasonably withheld.

E. The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on the PROJECT schedule established in Exhibit C, attached hereto and incorporated herein by this reference.

F. As more thoroughly set forth in Article XXIV, the CONSULTANT and the agents and employees of the CONSULTANT, in the performance of the AGREEMENT, shall act in an independent capacity and not as officers or employees of the COUNTY.

G. The COUNTY may terminate the AGREEMENT with the CONSULTANT should the CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. If the COUNTY terminates the

1 AGREEMENT with the CONSULTANT, the COUNTY shall pay the CONSULTANT the sum
2 due the CONSULTANT under the AGREEMENT prior to termination, unless the cost of
3 completion to the COUNTY exceeds the funds remaining in the contract, in such case the
4 overage shall be deducted from any sum due the CONSULTANT under this AGREEMENT
5 and the balance, if any, shall be paid by the CONSULTANT upon demand. The COUNTY's
6 CONTRACT ADMINISTRATOR will determine the sum due to the CONSULTANT based
7 on the percentage of work complete for any incomplete task at the time of termination.

8 H. The AGREEMENT is not assignable by the CONSULTANT, either in whole or in
9 part, without the prior written consent of the COUNTY, upon approval by its Board of
10 Supervisors (BOARD).

11 I. No alteration or variation of the terms of the AGREEMENT shall be valid, unless
12 made in writing and signed by the parties hereto; and no oral understanding or agreement
13 not incorporated herein, shall be binding on any of the parties hereto.

14 J. The consideration to be paid the CONSULTANT as provided herein, shall be in
15 compensation for all of the CONSULTANT's expenses incurred in the performance hereof,
16 including travel and per diem, unless otherwise expressly so provided.

17 II. CONSULTANT'S OBLIGATIONS

18 The CONSULTANT's Scope of Work is fully set forth and detailed in Exhibit A,
19 attached hereto and incorporated herein, as referenced in Article I, Section B.

20 III. OBLIGATIONS OF COUNTY

21 A list of the COUNTY's obligations is attached hereto as Exhibit D and incorporated
22 by this reference as though fully set forth herein.

23 IV. PERFORMANCE PERIOD

24 A. This AGREEMENT shall be for a period of three (3) years, commencing on the
25 date of its execution by the COUNTY ("Effective Date"), and the CONSULTANT shall
26 commence work promptly after receipt of notification to proceed as issued by the
27 CONTRACT ADMINISTRATOR. The term of this AGREEMENT shall end on the third
28 anniversary of its Effective Date, provided, however that the term of this Agreement may be

1 extended, for two additional consecutive twelve-month periods upon written approval of
2 both parties no later than thirty (30) days prior to the first day of the next twelve (12) month
3 extension period. The DIRECTOR or his designee is authorized to execute such written
4 approval on behalf of COUNTY based on CONSULTANT'S satisfactory performance.

5 B. The CONSULTANT is advised and hereby acknowledges its understanding that
6 any recommendation for award is not binding on the COUNTY until the AGREEMENT is
7 fully executed following its approval by the COUNTY's BOARD.

8 V. ALLOWABLE COSTS AND PAYMENTS

9 A. The CONSULTANT shall not commence the performance of work or services
10 hereunder until the AGREEMENT has been approved by the COUNTY and a written
11 notification to proceed has been issued by the CONTRACT ADMINISTRATOR. No
12 payment will be made for any work performed prior to approval of the AGREEMENT or for
13 any work performed prior to written authorization for commencement of work hereunder,
14 issued by the CONTRACT ADMINISTRATOR.

15 B. The CONSULTANT will be compensated for performance of its obligations under
16 the AGREEMENT on a time and materials basis, and it is expressly acknowledged and
17 agreed that the total amount paid to the CONSULTANT, for each completed Task as
18 described in Exhibit A, shall not exceed the maximum not-to-exceed limit allocated to each
19 Task as specified in Exhibit E, except as noted in Exhibit E. The total amount paid to the
20 CONSULTANT for each completed Task, which shall not exceed the maximum allocation
21 therefor, shall be considered to include all compensation payable to the CONSULTANT,
22 including all salary and fringe benefits, all overhead and profit, and all other expenses
23 incurred in performing the scope of work for each Task as described in Exhibit A.

24 C. The not-to-exceed allocations, for each individually specified Task and for the not-
25 to-exceed cumulative total (which includes a maximum allocation for "Extra Services
26 Contingency") under the AGREEMENT, are set forth in Exhibit E, together with the hourly
27 and cost rates for time and materials, which rates shall serve as the basis for payment of all
28 earned compensation hereunder.

1 D. This AGREEMENT includes the CONSULTANT's proposed scope of work for the
2 design of the PROJECT, as more thoroughly delineated in Exhibit A. The CONSULTANT
3 may be requested to provide as Extra Services work that is beyond the defined scope, or to
4 retain specialty consultants as CONTRACT ADMINISTRATOR may determine to be
5 necessary or appropriate for completion of PROJECT requirements. CONSULTANT may
6 initiate an Extra Services proposal or CONTRACT ADMINISTRATOR may request that
7 CONSULTANT provide a detailed proposal and cost breakdown. CONTRACT
8 ADMINISTRATOR will consider the proposal and cost breakdown and if accepted, provide
9 CONSULTANT with written authorization to proceed and a not-to-exceed amount. All Extra
10 Services must be pre-approved and authorized in writing by CONTRACT
11 ADMINISTRATOR before any such work can be commenced.

12 E. The maximum not-to-exceed amount for the AGREEMENT is \$650,000.00,
13 including fees for services covered by Exhibit A amounting to \$531,700.00, and a
14 \$118,300.00 not-to-exceed contingency for Extra Services caused by unforeseen changes
15 to the scope of work, as authorized by the CONTRACT ADMINISTRATOR and to be billed
16 on a time and material basis.

17 F. The not-to-exceed Task allocation amounts listed in Exhibit E may be modified
18 within the limits of the total compensation amount upon mutual agreement, confirmed in
19 writing, between the CONTRACT ADMINISTRATOR and the PROJECT MANAGER. No
20 additional compensation, in excess of the maximum cumulative total contract amount of
21 \$650,000.00 specified in Exhibit E, will be paid to the CONSULTANT, unless a formal
22 written amendment to this AGREEMENT, specifically providing for such an increase, is
23 approved by the BOARD.

24 G. The CONSULTANT shall not commence with any PROJECT Task, or with any
25 Extra Services, without prior express written authorization from the CONTRACT
26 ADMINISTRATOR.

27 H. The CONSULTANT may request monthly progress payments based upon the
28 work completed. The CONTRACT ADMINISTRATOR may withhold a five percent (5%)

1 retention from the earned compensation of the CONSULTANT. The CONSULTANT may
2 submit an invoice for payment of the retention upon receiving the CONTRACT
3 ADMINISTRATOR's written approval of all final deliverable(s) for that Task.

4 I. The CONSULTANT will be compensated for performance of its obligations
5 hereunder, as promptly as fiscal procedures will permit following receipt by the CONTRACT
6 ADMINISTRATOR of itemized invoices. Invoices shall detail the work performed on each
7 Task and shall indicate the percentage of work completed and the amount invoiced for
8 each Task. Invoices shall reference both the AGREEMENT number and the PROJECT,
9 and shall identify the corresponding Task(s) on which the work described in the itemized
10 invoice was performed. Invoices shall be emailed to the CONTRACT ADMINISTRATOR at
11 PWPBusinessOffice@co.fresno.ca.us. The final invoice must contain the final cost and all
12 credits due to the COUNTY under the provisions of this AGREEMENT.

13 J. Upon receipt of a proper invoice, it will take approximately ten (10) working
14 days for the COUNTY Department of Public Works & Planning to review, approve, and
15 submit it to the COUNTY Auditor-Controller / Treasurer-Tax Collector. Unsatisfactory or
16 inaccurate invoices will be returned to the CONSULTANT for correction and resubmittal.
17 Payment, less retention, will be issued to CONSULTANT within approximately forty-five
18 (45) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the
19 approved invoice.

20 VI. TERMINATION

21 A. The AGREEMENT may be terminated without cause at any time by the COUNTY
22 upon thirty (30) calendar days written notice. If the COUNTY terminates the AGREEMENT,
23 the CONSULTANT shall be compensated for services satisfactorily completed to the date
24 of termination based upon the fees and subject to the maximum amounts payable as
25 specified in Article V.

26 B. If the CONSULTANT terminates the AGREEMENT for reasons other than
27 material breach by the COUNTY, the CONSULTANT shall reimburse the COUNTY, up to a
28 maximum of \$10,000, for the actual expense of issuing a new Request For Proposal,

1 engaging a new consultant(s) and the new consultant's cost in becoming familiar with the
2 previous CONSULTANT'S work.

3 C. The COUNTY may immediately suspend or terminate the AGREEMENT in whole
4 or in part, where in the determination of the COUNTY there is:

- 5 1. An illegal or improper use of funds;
- 6 2. A failure to comply with any term of the AGREEMENT
- 7 3. A substantially incorrect or incomplete report submitted to the
8 COUNTY;
- 9 4. Improperly performed service.

10 D. In no event shall any payment by the COUNTY constitute a waiver by the
11 COUNTY of any breach of the AGREEMENT or any default which may then exist on the
12 part of the CONSULTANT, nor shall such payment impair or in any way prejudice any legal
13 or equitable remedy available to the COUNTY with respect to the breach or default. The
14 COUNTY shall have the right to demand of the CONSULTANT the repayment to the
15 COUNTY of any funds disbursed to the CONSULTANT under the AGREEMENT, which, in
16 the judgment of the COUNTY were not expended in accordance with the terms of the
17 AGREEMENT. The CONSULTANT shall promptly refund any such funds upon demand.

18 E. The terms of the AGREEMENT, and the services to be provided thereunder, are
19 contingent on the approval of funds by the appropriating government agency. Should
20 sufficient funds not be allocated, the services provided may be modified, or the
21 AGREEMENT terminated at any time by giving the CONSULTANT thirty (30) days advance
22 written notice. In the event of termination on the basis of this Paragraph, the
23 CONSULTANT'S entitlement to payment, in accordance with the payment provisions set
24 forth hereinabove, shall apply only to work performed by the CONSULTANT prior to receipt
25 of written notification of such non-allocation of sufficient funding.

26 VII. FUNDING REQUIREMENTS

27 A. It is mutually understood between the parties that this AGREEMENT may have
28 been written before ascertaining the availability of funds or appropriation of funds, for the

1 mutual benefit of both parties, in order to avoid program and fiscal delays that would occur
2 if the AGREEMENT were executed after that determination was made.

3 B. This AGREEMENT is subject to any additional restrictions, limitations, conditions,
4 or any legislation enacted by the Congress, State Legislature or COUNTY's BOARD that
5 may affect the provisions, terms, or funding of the AGREEMENT in any manner.

6 C. It is mutually agreed that if sufficient funds are not appropriated, this
7 AGREEMENT may be amended to reflect any reduction in funds.

8 D. The COUNTY has the option to void the AGREEMENT under the 30-day
9 cancellation clause, or to amend the AGREEMENT by mutually acceptable modification of
10 its provisions to reflect any reduction of funds.

11 VIII. CHANGE IN TERMS

12 A. The AGREEMENT may be amended or modified only by mutual written
13 agreement of both parties. Any such written amendment to this AGREEMENT may be
14 approved on the COUNTY's behalf only by its BOARD.

15 B. The CONSULTANT shall only commence work covered by an amendment after
16 the amendment has been fully executed and written notification to proceed has been
17 issued by the CONTRACT ADMINISTRATOR.

18 C. There will be no change in the CONSULTANT's PROJECT MANAGER or
19 members of the CONSULTANT's Project team as identified in Exhibit B without prior written
20 approval by the CONTRACT ADMINISTRATOR.

21 IX. COVENANT AGAINST CONTINGENT FEES

22 A. The CONSULTANT warrants, by execution of this AGREEMENT, that the
23 CONSULTANT has not employed or retained any company or person, other than a bona
24 fide employee working for the CONSULTANT; to solicit or secure this AGREEMENT; and
25 that CONSULTANT has not paid or agreed to pay any company or person other than a
26 bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other
27 consideration, contingent upon or resulting from the award or formation of the
28 AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to

annul the AGREEMENT without liability, and to pay only for the value of the work actually performed by the CONSULTANT, or alternatively in the COUNY's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of any such commission, percentage, brokerage fee, gift, contingent fee or similar form of consideration previously paid by the CONSULTANT.

X. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining the sufficiency of the CONTRACTOR's performance of the contract (and compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable), the CONSULTANT, subcontractors, and the COUNTY, and each of them, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this AGREEMENT, including but not limited to, the costs of administering this AGREEMENT.

B. All parties shall make such materials available at their respective offices at all reasonable times throughout the entirety of the contract term and for three years from the date of final payment under the contract, pursuant to Government Code 8546.7. The state, the State Auditor and the COUNTY, and their resepective representatives, shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. It shall be the responsibility of the CONSULTANT to ensure that all subcontracts in excess of \$25,000 shall contain this provision.

XI. DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under the AGREEMENT that is not disposed of by agreement between the parties shall be decided by a committee consisting of the CONTRACT ADMINISTRATOR and the DIRECTOR, who may consider written or verbal information submitted by the CONSULTANT.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the

COUNTY's BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of the AGREEMENT.

XII. SUBCONTRACTING

A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to the AGREEMENT shall be subcontracted without written authorization by the CONTRACT ADMINISTRATOR, excepting only those portions of the work and the responsible subconsultants that are expressly identified in Exhibit B hereto.

B. Any subcontract in excess of \$25,000 entered into as a result of the AGREEMENT, shall contain all the provisions stipulated in this AGREEMENT to be applicable to subconsultants.

C. Any substitution or addition of subconsultants must be approved in writing, in advance, by the CONTRACT ADMINISTRATOR. CONSULTANT must provide CONTRACT ADMINISTRATOR with a fee schedule for any approved substitute or additional subconsultants, which shall be included with Exhibit E.

XIII. INSPECTION OF WORK

The CONSULTANT and any subcontractor shall permit the COUNTY and the state, to review and inspect the project activities and files at all reasonable times during the performance period of the AGREEMENT including review and inspection on a daily basis.

XIV. INSURANCE

A. Without limiting the COUNTY'S right to obtain indemnification from the CONSULTANT or any third parties, the CONSULTANT, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of the AGREEMENT.

1. Commercial General Liability Insurance with limits of not less than One

1 Million Dollars **(\$1,000,000.00)** per occurrence and an aggregate of Two Million Dollars
2 **(\$2,000,000.00)**. This policy shall be issued on a per occurrence basis.

3 2. Automobile Liability Insurance that is comprehensive with limits for bodily
4 injury of not less than Two Hundred Fifty Thousand Dollars **(\$250,000.00)** per person, Five
5 Hundred Thousand Dollars **(\$500,000.00)** per accident and for property damage of not less
6 than Fifty Thousand Dollars **(\$50,000.00)**, or such coverage with a combined single limit of
7 Five Hundred Thousand Dollars **(\$500,000.00)**. Coverage should include owned and non-
8 owned vehicles used in connection with the AGREEMENT.

9 3. Worker's Compensation insurance policy as required by the
10 California Labor Code.

11 4. Professional Liability Insurance:

12 a. If the CONSULTANT employs licensed professional staff in
13 providing services, Professional Liability Insurance with limits of not less than One Million
14 Dollars **(\$1,000,000.00)** per claim, Three Million Dollars **(\$3,000,000.00)** aggregate. The
15 policy for Professional Liability shall remain in full force and effect for period of three years
16 from the completion date of the AGREEMENT.

17 B. The CONSULTANT shall obtain endorsements to the Commercial General
18 Liability insurance naming the COUNTY, its officers, agents, and employees, individually
19 and collectively, as additional insured, but only insofar as the operations under the
20 AGREEMENT are concerned. Such coverage for additional insured shall apply as primary
21 insurance and any other insurance, or self-insurance, maintained by the COUNTY, its
22 officers, agents and employees shall be excess only and not contributing with insurance
23 provided under the CONSULTANT'S policies herein. The COUNTY shall be given at least
24 thirty (30) days advance written notice of any cancellation, expiration, reduction or other
25 material change in coverage with respect to any of the aforesaid policies.

26 C. Prior to commencing any such work under the AGREEMENT, the CONSULTANT
27 shall provide to the COUNTY certificates of insurance and endorsements for all of the
28 required policies as specified above, stating that all such insurance coverage has been

1 obtained and is in full force; that the COUNTY, its officers, agents and employees will not
2 be responsible for any premiums on the policies; that such Commercial General Liability
3 insurance names the COUNTY, its officers, agents and employees, individually and
4 collectively, as additional insured, but only insofar as the operations under the
5 AGREEMENT are concerned; that such coverage for additional insured shall apply as
6 primary insurance and any other insurance, or self-insurance, maintained by the COUNTY,
7 its officers, agents and employees, shall be excess only and not contributing with insurance
8 provided under the CONSULTANT'S policies herein; and that this insurance shall not be
9 cancelled or materially changed, defined herein to mean a reduction in the limits of liability
10 by endorsement, a change in the deductible per claim or the addition of exclusions to the
11 policy, without a minimum of thirty (30) days advance, written notice given to the COUNTY.
12 The certificates shall be sent to the CONTRACT ADMINISTRATOR at Department of
13 Public Works and Planning, Design Division, 2220 Tulare Street, Sixth Floor, Fresno, CA
14 93721.

15 D. In the event CONSULTANT fails to keep in effect at all times insurance coverage
16 as herein provided, the COUNTY may, in addition to other remedies it may have, terminate
17 the AGREEMENT upon the occurrence of such event.

18 E. All policies shall be issued by licensed insurers that are admitted or authorized by
19 the California Department of Insurance , and all such insurance shall be purchased from
20 companies possessing a current A.M. Best, Inc. rating of A FSC VIII or better.

21 XV. HOLD HARMLESS:

22 "CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
23 request, defend the COUNTY, its officers, agents, and employees from any and all costs
24 and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in
25 connection with the performance, or failure to perform, by CONTRACTOR, its officers,
26 agents, or employees under this Agreement, and from any and all costs and expenses,
27 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
28 corporation who may be injured or damaged by the negligent performance, or failure to

perform, of CONTRACTOR, its officers, agents, or employees under this Agreement."

XVI. OWNERSHIP OF DATA

A. All documents, including preliminary documents, calculations, and survey data, required in performing services under the AGREEMENT shall be submitted to, and shall remain at all times the property of the COUNTY regardless of whether they are in the possession of the CONSULTANT or any other person, firm, corporation or agency.

B. The CONSULTANT understands and agrees the COUNTY shall retain full ownership rights of the drawings and work product of the CONSULTANT for the PROJECT, to the fullest extent permitted by law. In this regard, the CONSULTANT acknowledges and agrees CONSULTANT's services are on behalf of the COUNTY and are "works made for hire," as that term is defined in copyright law, by the COUNTY; that the drawings and work product to be prepared by the CONSULTANT are for the sole and exclusive use of the COUNTY, and that the COUNTY shall be the sole owner of all patents, copyrights, trademarks, trade secrets and other rights and contractual interests in connection therewith which are developed and compensated solely under the AGREEMENT; that all the rights, title and interest in and to the drawings and work product will be transferred to the COUNTY by the CONSULTANT to the extent the CONSULTANT has an interest in and authority to convey such rights; and the CONSULTANT will assist the COUNTY to obtain and enforce patents, copyrights, trademarks, trade secrets, and other rights and contractual interests relating to said drawings and work product, free and clear of any claim by the CONSULTANT or anyone claiming any right through the CONSULTANT. The CONSULTANT further acknowledges and agrees the COUNTY's ownership rights in such drawings or work product, shall apply regardless of whether such drawings or work product, or any copies thereof, are in possession of the CONSULTANT, or any other person, firm, corporation, or entity. For purposes of this AGREEMENT the terms "drawings and work product" shall mean all reports and study findings commissioned to develop the project design, drawings and schematic or preliminary design documents, certified reproducibles of the original final construction contract drawings, specifications, the approved estimate,

1 record drawings, as-built plans, and discoveries, developments, designs, improvement,
2 inventions, formulas, processes, techniques, or specific know-how and data generated or
3 conceived or reduced to practice or learning by the CONSULTANT, either alone or jointly
4 with others, that result from the tasks assigned to the CONSULTANT by the COUNTY
5 under the AGREEMENT.

6 C. If the AGREEMENT is terminated during or at the completion of any Task or
7 Service included in Exhibit A, a reproducible copy of report(s) or preliminary documents
8 shall be submitted by the CONSULTANT to the COUNTY, which may use them to
9 complete the PROJECT at a future time.

10 D. If the PROJECT is terminated at the completion of a construction document
11 phase of the PROJECT, certified reproducibles on .003" mylars of the original final
12 construction contract drawings, specifications, and approved engineer's estimate shall be
13 submitted by the CONSULTANT to the COUNTY.

14 E. The COUNTY may require that certain machine-readable information and data
15 ("Autodesk Civil 3D 2014" or "CAD data") be provided by the CONSULTANT under the
16 AGREEMENT (for example., with regard to Task 4 and/or Task 8), by specifically directing
17 preparation by CONSULTANT of such electronic files in the notice to proceed issued with
18 regard to a particular Task.

19 The electronic files provided by the CONSULTANT to the COUNTY are submitted
20 for an acceptance period lasting until the expiration of the AGREEMENT (i.e., throughout
21 the duration of the contract term, including any extensions). Any defects the COUNTY
22 discovers during such acceptance period will be reported to the CONSULTANT and will be
23 corrected as part of the CONSULTANT's "Basic Scope of Work."

24 F. The CONSULTANT shall not be liable for claims, liabilities or losses arising out of,
25 or connected with (1) the modification or misuse by the COUNTY or anyone authorized by
26 the COUNTY, of such CAD data, or (2) decline of accuracy or readability of CAD data due
27 to inappropriate storage conditions or duration; or (3) any use by the COUNTY, or anyone
28 authorized by the COUNTY, of such CAD data or other project documentation for additions

1 to the PROJECT for the completion of the PROJECT by others, or for other projects;
2 except to the extent that said use may may be expressly authorized, in writing, by the
3 CONSULTANT.

4 G. The CONSULTANT hereby expressly agrees that the COUNTY, in the discretion
5 of its BOARD, may permit the copyrighting of reports or other products of the
6 AGREEMENT.

7 XVII. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

8 A. If claims are filed by the COUNTY's construction contractor relating to work
9 performed by the CONSULTANT's personnel, and additional information or assistance from
10 the CONSULTANT's personnel is required in order to evaluate or defend against such
11 claims, then the CONSULTANT hereby agrees in such event to make its personnel
12 available for consultation with the COUNTY's construction contract administration and legal
13 staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

14 B. The CONSULTANT's personnel that the COUNTY considers essential to assist in
15 defending against construction contractor claims will be made available on reasonable
16 notice from the COUNTY. Services of the CONSULTANT's personnel in connection with
17 consultation or testimony for this purpose will be provided pursuant to a written contract
18 amendment, if determined by the parties to be necessary or appropriate.

19 XVIII. CONFIDENTIALITY OF DATA

20 A. All financial, statistical, personal, technical, or other data and information relative
21 to the COUNTY'S operations, which are designated confidential by the COUNTY and made
22 available to the CONSULTANT in order to carry out the AGREEMENT, shall be protected
23 by the CONSULTANT from unauthorized use and disclosure.

24 B. Permission to disclose information on one occasion, or public hearing held by the
25 COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose
26 such information, or disseminate the same on any other occasion.

27 C. The CONSULTANT shall not comment publicly to the press or any other media
28 regarding the AGREEMENT or the COUNTY's actions on the same, except to the

COUNTY's staff, the CONSULTANT's own personnel involved in the performance of the AGREEMENT, at public hearings or in response to questions from a Legislative committee.

D. The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under the AGREEMENT without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.

E. All information related to the construction estimate is confidential, and shall not be disclosed by the CONSULTANT to any entity other than the COUNTY.

XIX. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONSULTANT within the immediately preceding two-year period, because of the CONSULTANT's failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

XX. EVALUATION OF CONSULTANT

The CONSULTANT's performance will be evaluated by the COUNTY using the form attached as Exhibit F. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

XXI. STATEMENT OF COMPLIANCE: NON-DISCRIMINATION

A. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of California Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of the AGREEMENT, the CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any

1 employee or applicant for employment because of sex, race, color, ancestry, religious
2 creed, national origin, physical disability (including HIV and AIDS), mental disability,
3 medical condition (e.g., cancer), age (over 40), marital status, and denial of family care
4 leave. The CONSULTANT and subconsultants shall insure that the evaluation and
5 treatment of their employees and applicants for employment are free from such
6 discrimination and harassment. The CONSULTANT and subconsultants shall comply with
7 the provisions of the Fair Employment and Housing Act (Government Code §12900 et
8 seq.), including but not limited to the provisions of Government Code Section 12990,
9 subdivisions (a) through (f), and the applicable regulations promulgated thereunder
10 (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations
11 of the Fair Employment and Housing Commission implementing Government Code Section
12 12990 (a) - (f), which are set forth in Chapter 5 of Division 4 of Title 2 of the California Code
13 of Regulations, are hereby incorporated into this AGREEMENT by reference and made a
14 part hereof as if set forth in full. The CONSULTANT and subconsultants shall give written
15 notice of their obligations under this clause to labor organizations with which they have a
16 collective bargaining or other Agreement.

17 C. The CONSULTANT and subconsultants shall include the nondiscrimination and
18 compliance provisions of this clause in all subcontracts to perform work under the
19 AGREEMENT.

20 XXII. STATE PREVAILING WAGE RATES

21 A. CONSULTANT shall comply with the State of California's General Prevailing
22 Wage Rate requirements in accordance with California Labor Code, Section 1770, and all
23 Federal, State, and local laws and ordinances applicable to the work.

24 B. Any subcontract entered into as a result of this contract if for more than \$25,000
25 for public works construction or more than \$15,000 for the alteration, demolition, repair, or
26 maintenance of public works, shall contain all of the provisions of this Article.

27 XXIII. CONFLICT OF INTEREST

28 A. The CONSULTANT shall comply with the provisions of the Fresno County

1 Department of Public Works and Planning Conflict of Interest Code, attached hereto as
2 Exhibit G and incorporated herein. Such compliance shall include the filing of an annual
3 "statement of economic interest" (Form 700) pursuant to the regulations of the State Fair
4 Political Practices Commission.

5 B. The CONSULTANT shall disclose any financial, business, or other relationship
6 with the COUNTY that may have an impact upon the outcome of this contract, or any
7 ensuing COUNTY construction project. The CONSULTANT shall also list current clients
8 who may have a financial interest in the outcome of this contract, or any ensuing COUNTY
9 construction project, which will follow.

10 C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire
11 any financial or business interest that would conflict with the performance of services under
12 this AGREEMENT.

13 D. The CONSULTANT hereby certifies that neither the CONSULTANT, nor any firm
14 affiliated with the CONSULTANT will bid on any construction contract, or on any contract to
15 provide construction inspection for any construction project resulting from this
16 AGREEMENT; provided, however, that this shall not be construed as disallowing
17 CONSULTANT or affiliated firm from performing, pursuant to this AGREEMENT or other
18 agreement with the COUNTY, construction inspection services on behalf of COUNTY for
19 PROJECT. An affiliated firm is one, which is subject to the control of the same persons
20 through joint ownership, or otherwise.

21 E. Except for subcontractors whose services are limited to providing surveying or
22 materials testing information, no subcontractor who has provided design services in
23 connection with this contract shall be eligible to bid on any construction contract, or on any
24 contract to provide construction inspection for any construction project resulting from this
25 contract; provided, however, that this shall not be construed as disallowing subcontractors
26 who have provided design services for PROJECT from performing, pursuant to this
27 AGREEMENT or other agreement with COUNTY, construction inspection services on
28 behalf of COUNTY for PROJECT.

1 XXIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

2 The CONSULTANT warrants that this AGREEMENT was not obtained or secured
3 through rebates, kickbacks or other unlawful consideration, either promised or paid to any
4 COUNTY employee. For breach or violation of this warranty, the COUNTY shall have the
5 right, in its discretion, to do any of the following: terminate the AGREEMENT without
6 liability; or to pay only for the value of the work actually performed; or to deduct from the
7 AGREEMENT price, or otherwise recover the full amount of such rebate, kickback or other
8 unlawful consideration.

9 XXV. INDEPENDENT CONTRACTOR

10 A. In performance of the work, duties and obligations assumed by CONTRACTOR
11 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including
12 any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting
13 and performing as an independent contractor, and shall act in an independent capacity and
14 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the
15 COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the
16 manner or method by which CONTRACTOR shall perform its work and function. However,
17 COUNTY shall retain the right to administer this Agreement so as to verify that
18 CONTRACTOR is performing its obligations in accordance with the terms and conditions
19 thereof.

20 B. CONTRACTOR and COUNTY shall comply with all applicable provisions of law
21 and the rules and regulations, if any, of governmental authorities having jurisdiction over
22 matters the subject thereof.

23 C. Because of its status as an independent contractor, CONTRACTOR shall have
24 absolutely no right to employment rights and benefits available to COUNTY employees.
25 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
26 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
27 responsible and save COUNTY harmless from all matters relating to payment of
28 CONTRACTOR'S employees, including compliance with Social Security withholding and all

1 other regulations governing such matters. It is acknowledged that during the term of this
2 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or
3 to this Agreement.

4 XXVI. DISCLOSURE OF SELF-DEALING TRANSACTIONS

5 This provision is only applicable if the CONSULTANT is operating as a corporation
6 (a for-profit or non-profit corporation) or if during the term of the AGREEMENT, the
7 CONSULTANT changes its status to operate as a corporation. Members of the
8 CONSULTANT's Board of Directors shall disclose any self-dealing transactions that they
9 are a party to while CONSULTANT is providing goods or performing services under the
10 AGREEMENT. A self-dealing transaction shall mean a transaction to which the
11 CONSULTANT is a party and in which one or more of its directors has a material financial
12 interest. Members of the Board of Directors shall disclose any self-dealing transactions that
13 they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form,
14 attached hereto and incorporated as Exhibit H and submitting it to the COUNTY prior to
15 commencing with the self-dealing transaction or immediately thereafter.

16 XXVII. NOTIFICATION

17 All notices hereunder and communications regarding interpretation of the terms of
18 this AGREEMENT and changes thereto, shall be effected by the mailing thereof by
19 registered or certified mail, return receipt requested, postage prepaid, and addressed to the
20 CONTRACT ADMINISTRATOR and the CONSULTANT's PROJECT MANAGER identified
21 above in Article I, Section C.

22 XXVIII. NON-ASSIGNMENT

23 Neither party shall assign, transfer or sub-contract this AGREEMENT or any of its
24 respective rights or duties hereunder, without the prior written consent of the other party.

25 ///

26 XXIX. CONSULTANT'S LEGAL AUTHORITY

27 Each individual executing or attesting the AGREEMENT on behalf of the
28 CONSULTANT hereby covenants, warrants, and represents: (i) that he or she is duly

1 authorized by or in accordance with CONSULTANT's corporate by-laws to execute or attest
2 and deliver the AGREEMENT on behalf of the CONSULTANT; and (ii) that the
3 AGREEMENT, once he or she has executed it, is and shall be binding upon such
4 Corporation.

5 XXX. BINDING UPON SUCCESSORS

6 The AGREEMENT shall be binding upon and inure to the benefit of the parties and
7 their respective successors in interest, assigns, legal representatives, and heirs.

8 XXXI. INCONSISTENCIES

9 In the event of any inconsistency in interpreting the documents which constitute the
10 AGREEMENT, the inconsistency shall be resolved by giving precedence in the following
11 order of priority: (1) the text of the AGREEMENT (excluding Exhibits); (2) Exhibits to the
12 AGREEMENT.

13 XXXII. SEVERABILITY

14 Should any part of this AGREEMENT be determined to be invalid or unenforceable,
15 then this AGREEMENT shall be construed as not containing such provision, and all other
16 provisions which are otherwise lawful shall remain in full force and effect, and to this end
17 the provisions of this AGREEMENT are hereby declared to be severable.

18 XXIII. FINAL AGREEMENT

19 Both of the above-named parties to this AGREEMENT hereby expressly agree that
20 this AGREEMENT constitutes the entire agreement which is made and concluded in
21 duplicate between the two parties with respect to the subject matter hereof and supersedes
22 all previous negotiations, proposals, commitments, writing, advertisements, publications,
23 and understandings of any nature whatsoever unless expressly included in this
24 AGREEMENT. In consideration of the promises, covenants and conditions contained in
25 this AGREEMENT, the CONSULTANT and the COUNTY, and each of them, do hereby
26 agree to diligently perform in accordance with the terms and conditions of the
27 AGREEMENT, as evidenced by the signatures below.

28 //

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date
2 set forth above.

3 GOLDER ASSOCIATES, INC:

4 BY: Richard D. Haughey
5 RICHARD D. HAUGHEY, PE
6 PROJECT MANAGER
7 GOLDER AND ASSOCIATES
8 425 LAKESIDE DRIVE
9 SUNNYVALE, CA 94085 USA

10 REVIEWED AND RECOMMENDED FOR
11 APPROVAL

12 BY: Steven E. White
13 STEVEN E. WHITE, DIRECTOR
14 DEPARTMENT OF PUBLIC WORKS
15 AND PLANNING

16 APPROVED AS TO LEGAL FORM
17 DANIEL C. CEDERBORG
18 COUNTY COUNSEL

19 BY: Janet T. Smith
20 Deputy

21 APPROVED AS TO ACCOUNTING FORM:
22 VICKI CROW, CPA
23 AUDITOR-CONTROLLER/TREASURER-
24 TAX COLLECTOR

25 BY: [Signature]
26 Deputy

27 FUND: 0700
28 SUBCLASS: 15000
ORG: 9026
ACCT: 8150
PROGRAM: 88987

COUNTY OF FRESNO:

BY: Ernest Buddy Mendes
ERNEST BUDDY MENDES, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
Bernice E. Seidel, Clerk
Board of Superisors

BY: [Signature]
Deputy

Exhibit A
Golder Associates May 24, 2016 Updated Scope of Work
American Avenue Disposal Site – Module 7 and 8 Excavation and Liner Project

A. General

All work shall be performed in an expeditious manner, consistent with professional skill in orderly progress of the work, and with the schedule provided herein. The licensed professional(s) in charge of the work shall oversee the work, as required by law or by accepted standards of the applicable profession all PS&Es, related exhibits and engineering data furnished to the Department; and, where appropriate, shall indicate his/her professional registration number.

In general, the Consultant shall:

1. Consult, communicate, coordinate and meet with Department staff in order to verify, refine, and complete the services and to review progress of completion of the work.
2. Identify and communicate to the Department any requirements, criteria or issues that may affect the development or eventual completion of the work required to investigate, design and prepare the CQA Manual Revisions, perform CQA Consultant oversight and recommend any revisions thereof regarding the PS&E.

B. Task One – Specifications Review and Preparation

Specifications Review shall include, but not be limited to:

1. Review, revise and finalize Specifications Section 11 and Section 12 as necessary for development and regulatory approval of the CQA Manual for Construction.
2. The specifications shall completely describe the materials, workmanship, certification requirement and contractor installation qualifications necessary to, or utilized in, the construction of the Project including all appurtenance material, equipment, and devices.
3. The specifications shall be in accordance with the 2006 Standard Specifications of the State of California, Department of Transportation.
4. There shall not be any identification or name of any material, model number, or equipment from a single manufacturer (Sole Source) on the plans or in the specifications without prior approval from the Department. If, in the opinion of the Consultant, Sole Sourcing is necessary to ensure the quality of the Project the Department will not withhold its recommendation for approval by the County's

Board of Supervisors. However, the Consultant will be required to prepare a written justification on a form specifically provided for any proposed Sole Sourced item, and any final determination of Sole Sourcing will be made by the County's Board of Supervisors.

5. The Consultant will review, incorporate, respond and make recommendations to and/or revise the Specifications after receipt of County comments to finalize the Specifications for Sections 11 and 12.
6. Final Contract Specifications for Section 11 and Section 12 shall be edited to be presented for advertisement. Continuity and consistency in formatting of the final specifications must be provided.

C. Task 2 – Construction Quality Assurance Plan Preparation and Review

1. The Consultant shall prepare and revise a provided copy of the "Construction Quality Assurance Manual, American Avenue Disposal Site Phase III – Modules 4, 5, and 6 Excavation and Liner System Construction" as necessary for development and regulatory approval of the CQA Manual for AADS Phase III Modules 7 and 8 Liner Construction.
2. The Consultant shall identify the tasks required of the CQA oversight Consultant and include those tasks in the CQA Manual as needed.
3. The CQA Manual shall include a description of the required inspection for the installation of the solid wall and perforated High Density Polyethylene (HDPE) Pipe.
4. The CQA Plan is based on the specifications and generally accepted field practices, including testing frequencies.
5. The CQA Plan shall be revised to be consistent with the revised specifications and all other standard practices for this type of work. The Manual shall discuss and address as a minimum, but not limited to the following items: meetings and communication between construction personnel (Contractor, Engineer, CQA Officer, etc.); responsibilities of the Construction Personnel (Engineer, CQA Officer, CQA Monitors); project documentation; non-conformance protocol, equipment control; testing protocol; and earthwork, including material evaluation, soil sampling and testing, material placement, erosion control, etc.
6. The Consultant will review, incorporate, respond and make recommendations to and/or revise the CQA Plan after receipt of the County comments to finalize the CQA Plan.
7. Review and consideration of RWQCB Waste Discharge Requirements (WDR) No. R5-2012-0064 and any subsequently issued WDR's for or during the Project.
8. Review and consideration of San Joaquin Valley Air Pollution Control District (APCD) Title V Permit C-3115 and any subsequently issued permits for or during the Project.

9. Verify and incorporate in the design various Regulatory Agency requirements. Including, but not limited to, requirements by RWQCB, CalRecycle and the San Joaquin Valley Air Pollution Control District (APCD).
10. Provide the regulatory approved American Avenue Disposal Site Phase III Modules 7 and 8 Liner Construction Quality Assurance Manual (CQA Manual).

D. Task 3 – Health and Safety Plan

1. The Consultant will prepare a site-specific health and safety plan to be followed by staff when both working and visiting the AADS.
2. The health and safety plan will identify the risk reasonably anticipated to be present on the project site and the controls that will be employed to mitigate each risk.

E. Task 4 – Geologic Report and Map of Excavation

1. The Consultant will map the exposed subgrade in accordance with requirements of California Code of Regulations (CCR), Title 27, Section 20324 and the Waste Discharge Requirements contained in RWQCB Order No. R5-2012-0064.
2. Geologic mapping of Modules 7 and 8 will require a minimum of two (2) trips to the site.
3. The geologic mapping will assess if unusual geologic conditions exist.
4. The geologic mapping will delineate mappable geologic units.
5. The geologic mapping will make correlations with mapped units previously exposed in adjacent modules.
6. The geologist will perform detailed engineering geologic mapping of the excavated subgrade under the direct supervision of a California-certified engineering geologist or professional geologist.
7. The results will be presented on a geologic map. Geologic map units and symbols will be described on the map and will outline pertinent aspects of the subgrade geology in the excavated area. The data will emphasize the physical characteristics that may influence engineering and, in particular, the hydrogeologic properties of the exposed soil in the excavated area. The map will be prepared consistent with previous geologic mapping at the AADS.
8. A geologic report will be prepared describing the geologic conditions encountered and their suitability as a foundation for the containment structure and liner subgrade. The report will discuss the materials types, their variability, and any distinguishing geologic features.

9. A draft geologic map and report will be submitted to the County for review and comment. The final geologic map and report will be presented as part of the construction report, as described in Task 8.

F. Task 5 – Construction Quality Assurance Deliverables and Services

1. One (1) CQA Monitor will be at the AADS during all work on or installation of the liner system. The estimated construction period is one-hundred and twenty-five (125) days, 10 hours per day, 5 days a week.
2. Within one working days' notice, the Consultant shall have a CQA Monitor present at the job site to approve subgrade preparation and observe material delivery and off-loading if needed and as described in prepared CQA Manual. As it is expected that the CQA Monitor will be engaged in active correspondence with the Contractor, and the County, the Monitor is expected to have the required information to start within one working day.
3. Within one working days' notice, the consultant shall have the CQA Monitor present at the job site to provide continuous inspection and testing services as will be described in the prepared CQA Manual. Continuous inspection generally requires the CQA Monitor to be present while the construction Contractor is working on or installing the liner system.
4. The CQA Monitor will carry out the responsibilities described in the revised CQA Plan, as approved by the RWQCB and will include, but are not limited to: Observing material delivery and unloading; field verifying material thickness and examination for surface defects; reviewing manufacturer's quality assurance certificates; sampling for quality control tests; qualifying welding equipment using daily trial welds; observing material placement and seaming; observing nondestructive testing (vacuum box and air pressure) of geomembrane seams; sampling for destructive tests and observing field tests; noting repairs and observing repair operations; and documenting all construction and CQA activities.
5. The activities for geonet and geotextile installation include but are not limited to: Observing material delivery and unloading; verifying material type and examining material for defects; sampling for quality control tests; observing placement and seaming operations; noting repairs and observing repair operations; and documenting all construction and CQA activities.
6. The activities for HDPE pipe include but are not limited to: Observing material delivery, unloading, and storage; verifying material type and examining for defects; observing slots in perforated pipe; checking of trench bedding before placement of HDPE pipe; observing pipe welding and trench installation; and observing pipe backfilling operations.

7. The CQA Consultant/Monitor shall provide all necessary inspection of the installation of the plain wall and perforated HDPE Pipe to ensure that the construction Contractor has complied with the project plans and specifications. This item includes, but is not limit to, leachate collection and riser pipes and perforated leachate pipes including pan lysimeter pipes.
8. A summary of construction and CQA activities will be given to the County Representative on a daily basis.
9. The Consultant shall perform the quality control testing of seam welds with the Consultant's testing. Conformance testing of samples shall be performed by an independent testing lab retained by the Consultant.
10. The Consultant shall review the proposed "Panel and Seam Layout Drawings" prepared by the construction contractor to ensure compliance with the project plans and specifications, and shall review and verify the accuracy of the as-built "Panel and Seam Layout Drawings." Said as-built drawings shall be incorporated in the Construction Report for Modules 7 and 8. The Consultant shall make a special effort to train the Inspector or his designee to inspect the geosynthetic installation.
11. The Consultant shall ensure that all required testing of the geosynthetics is carried out in a timely manner.
12. Perform soil testing of the subgrade consistent with the CQA Plan.
13. Consult with the GCL installer who will also approve the subgrade. Determine whether the subgrade is consistent with the construction plans and specifications. Provide written determination to the County.
14. Provide all conformance and destructive testing of geosynthetic materials. Results from conformance testing will be reported within five days of receipt. Results from destructive testing will be reported within one day of receipt.
15. The CQA Monitor will observe placement of the soil operations layer, and check that wrinkling of the geosynthetics is minimized, that the thickness is 1-foot minimum, and the equipment is suitable for application.
16. The Consultant will submit weekly status reports presenting the cost incurred to date and the estimate cost to complete the Project.

G. Task 6 – Construction Management Deliverables/Services

The Consultant's Construction Manager shall provide full time day-to-day inspection of project construction, as required to ensure Contractor compliance with the scope and intent of the Project plans, specifications, and Construction Quality Assurance (CQA) Manual which will include but not be limited to:

1. Review Contractor submittals as required in the technical specifications for the Project and recommend approval or disapproval.
2. Review and respond to Contractor RFIs, as requested by the County, concerning Project site conditions and clarification of the plans and specifications.
3. Review any change orders proposed by the Contractor and make recommendations to the County.
4. Recording quantities of bid items placed each week to be submitted to the County.
5. Review and provide opinions related to schedule, payments, construction progress, quantities, material suitability, and other aspects of the project construction.
6. Review progress payment requests submitted by the Contractor.
7. Monitoring compliance with Cal OSHA requirements and compliance with all local, state and federal regulations.
8. Maintaining direct communication with CQA consultant to ensure compliance with CQA Manual for the Project and report to the County.
9. Closely monitor testing results and requires the Contractor to provide corrective measures to achieve compliance.
10. Maintaining a photographic record of key elements of each operation of work each day, with increased detail in situations of potential changes in design or materials or potential Contractor claims.
11. Preparing punch list at substantial completion and follow up with the Contractor regarding progress of corrections.
12. Prepare and maintain detailed daily diary inspector reports on construction progress including daily record of personnel, equipment and its usage.
13. Maintaining field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
14. Routinely reviewing construction files/documents to ensure conformance to Department of Public Works and Planning (Department) standards and good construction management practice.
15. Finalizing and delivering of all construction files and supplies to the County for archives.
16. Review and sign record drawings (as-built plans) as prepared by the County.
17. Attend on-site (non-routine) meetings to discuss the Project or resolve discrepancies.
18. Monitor and document placement of the operational layer over the geosynthetic liner during construction, including observation of construction equipment and techniques to ensure adequate precautions are employed to prevent damage to the liner during operational layer placement.

19. Provide express written certification to the Department, certifying that the Project has been constructed in conformance with the construction documents and any and all change orders or addenda properly executed during construction, and that Department may issue a Notice of Completion.

The Consultant's Construction Manager shall perform these duties for the entire duration of the construction activities for this Project.

The Consultant's Construction Manager shall be present when the Contractor is actively performing work at the Project site. The Construction Manager shall be available to the Contractor and shall provide to the Contractor and the County all necessary contact information. The Construction Manager also shall provide the phone number of a cellular phone to be carried by the Construction Manager and also shall be available via email at all times.

H. Task 7 – Geoelectric Liner Leak Detection Survey Verification

1. Review and comment on the leak location Contractor's qualifications and work plan.
2. Be present on site to observe and verify while the Contractor is conducting the geoelectric liner leak detection survey. The survey will be initially on the bare geomembrane, and then once again after the leachate collection system and operations layer have been placed, per the CQA Manual and Specifications.
3. Identify and mark any leaks, and observe the repairs to ensure that they are performed in accordance with the Specifications and CQA Manual.
4. Review the leak location Contractor's report, documenting the liner leak location survey, and provide comments thereto as deemed necessary or appropriate.

I. Task 8 – Construction Report

1. Information compiled during construction will be summarized by Consultant in a construction report. The report will summarize both construction and CQA activities and include copies of all Contractor submittals, test results, and inspection data sheets. All field changes will be discussed in detail. Record drawings and test location maps will also be included in the report. The report will include, but not be limited to:
 - Record drawings for GCL and HDPE geomembrane installation (to be provided by the contractor and/or geosynthetics installer), based upon contractor and survey supplied information, showing the location where samples were obtained for each layer of the liner system and where repairs were completed
 - Significant construction problems and resolutions

- Changes in the design including layout and materials
 - Surveys of the subgrade, leachate collection sump risers and cleanout
 - Operations layer
 - Personnel assigned to the project
 - Test results (destructive and nondestructive, including laboratory tests and field tests)
 - Geologic conditions encountered in the excavation, methods and significant findings of the geologic mapping, and interpretations of the subsurface geology
 - Groundwater monitoring well boring logs and well construction details
 - Leak Location Survey Information provided by Contractor
2. The report will be signed and sealed by a California registered Civil Engineer and fulfill the requirements of CCR Title 27, Section 20324 (d).
 3. A draft construction report will be submitted to the County for review and comment within two weeks of completion of construction and receipt of related construction documents from the County.
 4. A final construction report will be prepared incorporating the County's comments and four (4) copies will be submitted to the County as well as a digital file of the final report.
 5. The Consultant will respond to the RWQCB comments on the final construction report.

J. Task 9 – Meetings

1. Attend kick-off meeting with Department staff.
2. Conduct site investigations to determine existing field conditions, identify and verify all facilities within the existing and proposed project area, and make necessary observations to verify site conditions and to prepare the CQA Manual Revisions, perform CQA Consultant oversight and recommend any revisions thereof regarding the PS&E.
3. Attend, at a minimum, four (4) design/constructability review meetings in order to verify, refine, and complete CQA Manual requirements and review the progress of the Project. Design Review meetings will be held at the County Plaza Building, 2220 Tulare Street, 8th floor, Fresno, CA 93721.
4. Prepare minutes of meetings attended and provide a copy of all such minutes to the Department within seven (7) working days.
5. Attend and conduct the pre-bid meeting at the site. Prior to the meeting, the Consultant will prepare a meeting agenda.
6. Attend and conduct a preconstruction meeting. Prior to the meeting, the Consultant will prepare a meeting agenda.
7. Weekly meetings will be held onsite once Construction has begun.

8. As necessary, meetings will be held to discuss specific problems or deficiencies that occur. These meetings will be attended by the Contractor, County and CQA Monitor.
9. In addition to the aforementioned meetings, the Consultant will be required to make as many site visits as deemed reasonable by the Department to verify site conditions, prepare the CQA Manual Revisions, perform CQA Consultant oversight and recommend any revisions thereof regarding the PS&E.

K. Task 10 – Geosynthetic Manufacturing plant Visits (Optional)

1. If directed by the County, the Consultant will visit the GCL and/or geomembrane manufacturing facility.
2. During the potential visit, the Consultant will observe the manufacturing process, review plant quality assurance laboratory and establish protocols for conformance testing. The Consultant will also observe the conformance testing sampling.
3. Every effort will be made to utilize a Consultant representative that will have minimal travel time and costs.

L. Task 11 – Materials Re-Test (Optional)

1. If directed by the County Resources Division, any re-test of materials during construction beyond the tests included in the estimate will be paid per unit rate as per schedule attached below.

MATERIAL TESTING RATE SCHEDULE

Description	ASTM Method	Unit Rate	# of tests included
Geosynthetic Clay Liner			
Peel Strength	D-6496	\$51	15
Grab Strength & Elongation	D-4632	\$51	15
Mass per Unit Area	D-5993	\$58	15
Index Flux	D-5887	\$305	1
Free Swell	D-5890	\$58	15
Shear Strength	D-6243	\$350	2
Geomembrane			
Thickness	D-5994	\$23	15
Tensile Properties	D-6693	\$64	15
Puncture Resistance	D-4833	\$51	15
Tear Resistance	D-1004	\$51	15
Specific Gravity	D-1505	\$36	-

Carbon Black Content	D-1603	\$46	-
Carbon Black Dispersion	D-5596	\$46	-
Direct Shear	D-6243	\$350	2
Seam Strength/Peel Adhesion	D-4437	\$34	166
Geonet			
Grab Strength & Elongation	D-4632	\$51	15
Tensile Strength	-	\$64	15
Permittivity	D-4491	\$107	15
Apparent Opening Size	D-4751	\$117	15
Mass per Unit Area	D-5261	\$36	15
Tensile Strength (geonet)	D-5035	\$64	15
Compressive Strength (geonet)	D-1621	\$84	15
Thickness (geonet)	D-5199	\$23	15
Transmissivity	D-4716	\$325	3
Direct Shear	D-5321	\$350	2
Geotextile			
Grab Strength & Elongation	D-4632	\$51	15
Trapezoidal Tear Strength	D-4533	\$51	15
Puncture Resistance	D-6241	\$51	15
Permittivity	D-4491	\$107	15
Apparent Opening Size	D-4751	\$117	15
Mass per Unit Area	D-5261	\$24	15
Direct Shear	D-5321	\$350	2
Soil and Rock Evaluation Testing			
Subgrade			
Compaction Characteristics	D-1557	\$311	8
Particle Size (soil)	D-422	\$109	8
Classification	D-2487	\$90	8
Visual Description	D-2488	\$12	8
Permeable Material			
Permeability	D-2434	\$318	2
Classification	D-2487	\$90	2
Sieve Analysis (rock)	C-136	\$109	2
Visual Description	D-2488	\$12	2
Operations Layer			
Particle Size	D-422	\$109	11
Classification	D-2487	\$90	11
Unsuitable Material			
Compaction Characteristics	D-1557	\$311	3
Particle Size	D-422	\$109	3
Classification	D-2487	\$90	3
Visual Description	D-2488	\$12	3

Soil and Rock Construction Testing			
Subgrade			
Drive Tube	D-2937	\$35	1
Moisture Content	D-2216	\$15	1
Classification	D-2487	\$90	8
Permeable Material			
Classification	D-2487	\$90	2
Unsuitable Material			
Drive Tube	D-2937	\$35	1
Moisture Content	D-2216	\$15	1
Classification	D-2487	\$90	3

Exhibit B
Golder Associates Key Personnel
American Avenue Disposal Site – Module 7 and 8 Excavation and Liner Project

Kenneth Haskell, Principal in Charge, Project Director, PE CA 53290

Richard Haughey, Project Manager, PE CA 27018

Tim Bauters, PhD, CQA Engineer, PE CA 74188, Professional in Erosion and Sediment Control, No. 6098

Thomas Vercoutere, Geologic Mapping, PG CA 4462, Qualified SWPPP Developer, CA QSD No. G04462, 40-hr HAZWOPER Training

Brian Gulewich, Construction Management

Ken Brown, CQA Monitor, PE CA 32848, 40-hr HAZWOPER Training

Richard Siemaszkiewicz, CQA Monitor

Subconsultants: None Listed

Exhibit C

Project Schedule

American Avenue Disposal Site – Module 7 and 8 Excavation and Liner Project

Board of Supervisors Executes Consultant Agreement	9/27/2016
Kick off Meeting at AADS with Consultant	10/12/2016
First Draft of Specifications 11 and 12 Due to County	11/4/2016
Health and Safety Plan Submittal	11/4/2016
First Draft of CQA Manual Due to County	11/14/2016
County provides comments on Specifications Sections 11 and 12	11/21/2016
County provides comments on CQA Manual	11/28/2016
Consultant provides Revised Specifications Sections 11 and 12	12/19/2016
Consultant provides Revised CQA Manual	12/19/2016
RWQCB Review	11/29/16 – 1/9/16
County Completes PS&E for Modules 7 and 8	1/6/2017
County Provides Revised CQA Manual and Specifications To Consultant for Review for CM Purposes	1/16/2017
Bidding and Award (County)	1/23/17 – 4/30/17
Construction Phase, Estimated 125 days, Anticipated CQA And Project Management (Tasks, 4, 5, 6, and 7)	6/5/17 – 12/5/17 ¹
Construction Closeout	TBD After Completion of Construction

¹ Golder is not responsible for impacts to the schedule caused by the Contractor's performance.

Exhibit D

Responsibilities of the County

American Avenue Disposal Site – Module 7 and 8 Excavation and Liner Project

The Department will provide the services listed below to support completion of the PS&Es. The Consultant will be responsible for evaluating the accuracy of all information supplied by the Department.

The County services shall include, but are not necessarily limited to the following:

1. Provide all previous planning documents and reports relevant to the development of work involved herein.
2. Provide copies of readily available existing plans and as-builts, if any, if requested.
3. Give reasonably prompt consideration to all matters submitted by the Consultant for approval to avoid substantial delays in the work.
4. Provide Department representatives for coordination of project PS&Es, and construction support.
5. Attend and participate in meetings, including those with other involved agencies.
6. Perform CEQA tasks for project.
7. Provide Specifications Section 11 & 12 prepared for previous Phase III, Modules 4, 5 & 6 project to Consultant to review, revise and finalize.
8. Prepare PS&E's for Construction of Phase III, Modules 7 and 8, except Specifications Section 11 and 12. Sign PS&E's after being reviewed and/or prepared by Consultant.
9. Provide a topographical map of the Project site in AutoCAD format based on the most recent aerial photogrammetric data.
10. Attend initial kickoff meeting with Consultant at Project site.
11. Submit CQA Manual and project PS&E's to regulatory agencies for approval.
12. Provide contact information for various agencies involved in the approval process for Project.
13. Filing fees, California Department of Fish and Game CEQA fee, County Clerk fees, etc. will be paid for by the County of Fresno.
14. Participate in meetings with the Consultant as required.
15. County of Fresno will provide aerial photography and ground control survey in Autodesk Civil 3D 2016 format that will cover the study area which shall be used by the consultant.
16. Examine documents submitted to the County by the Consultant and timely render decisions pertaining thereto.

17. Advertise, process bids, and award project contract.
18. Prepare administrative (front-end) portions of the specifications (notice to contractors, agreement, proposal, etc.). The specifications will be in accordance with the 2006 Standard Specifications of the State of California, Department of Transportation.
19. Perform publication, duplication, and advertising for bids for construction.
20. Print and distribute addenda during bidding based on technical information provided by Consultant.
21. Participate in meetings with the Consultant as required.
22. Examine documents submitted to the County by the Consultant and timely render decisions pertaining thereto.

During Construction the County will perform the following:

23. Arrange and participate in the pre-bid and pre-construction meetings.
24. Review and approve/disapprove Contractor submittals based on Consultant's recommendations.
25. Provide a project inspector and/or resident engineer for project contract administration. Provide a County representative.
26. Issue the Notice to Proceed to the Contractor.
27. Process all payments to the Contractor.
28. Collection of certified payroll documents including spot checking to ensure appropriate wage rates are paid and other labor compliance issues as they arise.
29. Issue the Notice of Completion once the work has been completed, certification of project completion is received from the consultant and accepted by the County
30. Obtain all necessary building permits, if required.
31. Process contract change orders.
32. Transfer the approved Contractor's record drawings to original Mylar drawings (as-built).

Exhibit E

Compensation

American Avenue Disposal Site – Module 7 and 8 Excavation and Liner Project

Task 1: Specifications Review and Preparation	\$ 3,700.00
Task 2: Construction Quality Assurance Plan Review	\$ 3,200.00
Task 3: Health and Safety Plan	\$ 2,100.00
Task 4: Geologic Report and Map of Excavation	\$ 7,300.00 ¹
Task 5: Construction Quality Assurance Services	\$ 253,300.00 ²
Task 6: Construction Management Services	\$ 208,000.00 ³
Task 7: Geoelectric Liner Leak Detection Survey Verification	\$ 7,200.00
Task 8: Construction Report	\$ 21,800.00
Task 9: Meetings	\$ 24,100.00
Task 10: Geosynthetic Manufacturing Plant Visits	\$ Optional ⁴
Task 11: Materials re-test (Optional)	\$ 1,000.00 ⁵
Extra Services Contingency	\$ 118,300.00

¹ Cost based on two trips to site to perform geologic mapping. Additional trips will result in an increase to the task not-to-exceed amount.

² Cost based on 125 10-hour days, 1,487,000 square feet of liner, no retests of failing conformance tests, and 2016 GSA per diem rates. Additional construction days, additional liner quantities, retests of failing tests, and/or increased GSA per diem rates may result in an increase to the task not-to-exceed amount.

³ Cost based on 125 8-hour days and 2016 GSA per diem rates. Additional construction days and/or increased GSA per diem rates may result in an increase to the task not-to-exceed amount.

⁴ If authorized, a not-to-exceed allocation will be determined.

⁵ If authorized, will be paid per unit cost as described in Exhibit A, paragraph L