

CONSULTANT AGREEMENT

THIS AGREEMENT for Engineering Consultant Services, hereinafter referred to as the "AGREEMENT," is made and entered into this 25th day of April, 2017, between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "the COUNTY", and Golder Associates, Inc., whose address is 425 Lakeside Drive, Sunnyvale, CA 94085, hereinafter referred to as "the CONSULTANT".

WITNESSETH

WHEREAS, the CONSULTANT has been selected to provide on-call engineering services required for regulatory landfill projects encompassing structural, geological, hydrogeological, geotechnical, surveying and other landfill engineering disciplines as necessary to assist the COUNTY in performing various tasks on an "as-needed" basis, as delineated more thoroughly in Article II of this AGREEMENT (hereinafter referred to as "PROJECT(S)"), as proposed by the COUNTY; 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 engineering services necessary for PROJECT(S); and,

WHEREAS, said CONSULTANT represents that it is qualified and willing to perform the professional services required by the COUNTY for PROJECT(S); and,

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(S).

B. The work to be performed under the AGREEMENT, on such PROJECT(S) as the CONTRACT ADMINISTRATOR may designate, is more thoroughly described in Article II of this AGREEMENT.

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

Curtis Larkin, Senior Engineer

2220 Tulare Street, 6th Floor, Fresno CA 93721

559-600-4259

clarkin@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 (hereinafter referred to as "the DIRECTOR"); and,

D. The PROJECT MANAGER for the CONSULTANT shall be:

Richard Haughey

425 Lakeside Drive, Sunnyvale, CA 94085

Telephone: 408-220-9223 or 415-971-7633 | Fax: 408-220-9224

RHaughey@golder.com

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

E. The CONSULTANT'S staff for their project team shall be as listed in Exhibit A, attached hereto and incorporated herein. Any substitutions of personnel shall be submitted in writing and approved in writing by the CONTRACT ADMINISTRATOR prior to the substitution of personnel, which approval shall not be unreasonably withheld.

F. The CONSULTANT may retain geotechnical specialists, geologists, and other specialized subconsultants, as the CONSULTANT requires, to assist in completing PROJECT(S). All subconsultants used by the CONSULTANT shall be approved in writing by the CONTRACT ADMINISTRATOR before they are retained by the CONSULTANT for PROJECT(S); for which approval shall not be unreasonably withheld. Subconsultants listed in Exhibit B, attached hereto and incorporated herein, shall be considered as approved by the CONTRACT ADMINISTRATOR. Should the CONSULTANT retain such subconsultants in connection with PROJECT(S), compensation to be paid to the CONSULTANT under Article V below shall not be increased, and any additional compensation to be paid to the CONSULTANT for such subconsultant work shall be limited to a maximum of ten percent (10%) of the total costs incurred by the CONSULTANT as a

1 result of the subconsultant's involvement in any PROJECT. Additional fees other than the 10%
2 markup on subconsultant charges shall not be reimbursed.

3 G. The CONSULTANT'S services shall be performed as expeditiously as is consistent with
4 professional skill and the orderly progress of the work, based on schedules for each specific
5 PROJECT mutually agreed upon in advance by the CONTRACT ADMINISTRATOR and the
6 CONSULTANT.

7 H. The CONSULTANT and affiliated subconsultants shall not submit bids, or subbids, for
8 the contract construction phase of PROJECT(S) for which the CONSULTANT provides services
9 hereunder. The CONSULTANT and its subconsultants, and all other service providers, shall not
10 provide any project-related services for, or receive any project-related compensation from any
11 construction contractor, subcontractor or service provider awarded a construction contract for all or
12 any portion of PROJECT(S) for which the CONSULTANT provides services hereunder. The
13 CONSULTANT and its subconsultants, and all other service providers, may provide services for,
14 and receive compensation from a construction contractor, subcontractor or service provider who
15 has been awarded a construction contract for all or any portion of PROJECT(S), provided that any
16 such services which are rendered, and any compensation which is received therefor relates to work
17 outside the scope of this AGREEMENT.

18 I. It is understood that the CONSULTANT shall not assign, sublet, subcontract, or transfer
19 the CONSULTANT'S rights or obligations in this AGREEMENT without the prior express, written
20 consent of the COUNTY. Such consent and approval may only be given by the COUNTY Board of
21 Supervisors, except as otherwise provided under this AGREEMENT.

22 J. Any changes to this AGREEMENT, requested either by the COUNTY or the
23 CONSULTANT, may only be effected if mutually agreed upon in writing by duly authorized
24 representatives of the parties hereto. This AGREEMENT shall not be modified or amended, nor
25 shall any rights of a party hereto be waived, except by such a writing.

26 K. The consideration to be paid the CONSULTANT as provided herein, shall be in
27 compensation for all of the CONSULTANT'S expenses incurred in the performance hereof,
28 including travel and per diem, unless otherwise expressly so provided.

1 II. CONSULTANT SERVICES

2 A. The CONSULTANT shall communicate with the CONTRACT ADMINISTRATOR to
3 verify, and refine the scope of each assigned PROJECT, which will be mutually agreed to by
4 CONSULTANT and CONTRACT ADMINISTRATOR, and the CONSULTANT thereafter shall
5 provide a detailed fee estimate and estimated time schedule for completion of each PROJECT. The
6 CONSULTANT agrees that each professional or other individual performing work on any such
7 PROJECT(S) shall be adequately trained to perform the work and shall possess the proper license,
8 certification or registration as required by law or by accepted standards of the applicable profession.
9 The CONSULTANT agrees to provide the professional services, when expressly authorized in
10 writing by CONTRACT ADMINISTRATOR, that are necessary to complete tasks. PROJECT
11 specific tasks and conditions will be more thoroughly delineated in any request issued pursuant to
12 this contract. The services which the CONSULTANT may be requested to provide include, but may
13 not be limited to:

14 1. Structural, geological, hydrogeological, geotechnical, surveying and support services
15 pertaining to landfills.

16 2. The preparation of Plans, Technical Specifications, and Construction Estimates
17 pertaining to the design of:

18 a. Landfill modules and covers;

19 b. Landfill gas collection and control systems; and

20 c. Groundwater remediation systems.

21 3. Evaluation of monitoring programs.

22 4. Design and implementation of monitoring programs.

23 5. Engineering feasibility studies.

24 6. Corrective action program design and implementation.

25 7. Remediation system(s) efficacy studies.

26 8. Landfill tipping fee studies and implementation.

27 9. Review, revision and preparation of landfill specific regulatory documents including:

28 a. Joint Technical Documents;

- b. Closure, Post-closure and Corrective Action Plans and cost estimates;
- c. Solid Waste Facility Permits;
- d. Authority to Construct;
- e. Permits to Operate; and
- f. Various technical reports.

B. In the preparation of any work product required to complete PROJECT(S) the CONSULTANT shall:

1. Ascertain the requirements for technical reports through meetings with the CONTRACT ADMINISTRATOR and a review of existing information on PROJECT(S).

2. Prepare and submit technical reports to the CONTRACT ADMINISTRATOR for preliminary approval for each assigned PROJECT, in accordance with the appropriate format required by local, state and federal laws, regulations and guidelines.

3. Submit each technical report to the CONTRACT ADMINISTRATOR for transmittal to other appropriate agencies for their review and approval.

4. Revise and resubmit each technical report as necessary until approved by all appropriate agencies.

5. Prepare technical studies, estimates, and other documents in both hard copy and electronic formats approved by the CONTRACT ADMINISTRATOR.

6. When not otherwise specified by the CONTRACT ADMINISTRATOR, provide submittals as delineated herein:

a. Including five (5) compact discs (CD) or digital video discs (DVDs) upon which copies of all electronic files associated with the submittal are copied. COUNTY acknowledges that CONSULTANT shall not be responsible for changes made without CONSULTANT's approval. Each electronic file shall be in a format appropriate to the file or data set, utilizing one or any group of those listed programs:

i. Files consisting primarily of text shall be submitted in Microsoft Word, version 2010 or later;

ii. Files consisting primarily of data sets and/or formulas shall be submitted in

1 Microsoft Excel, version 2010 or later;

2 iii. Drawings and plans shall be submitted in Autocad Civil 3D, version 2016.

3 b. Including ten (10) hard copies of each report, estimate, and/or all other
4 documents and submittals prepared, printed in color to the extent color is used therein.

5 c. Including ten (10) hard copies of each plan drawing, not including wet-stamped
6 final documents, as provided in Section C.

7 7. Verify approved, compatible format and quantity of submittals prior to delivery.

8 C. In the preparation of Design Plans, Technical Specifications and Construction
9 Estimates for PROJECTS, the CONSULTANT shall:

10 1. Ascertain the requirements for PROJECT(S) through meetings with the CONTRACT
11 ADMINISTRATOR and a review of an existing schematic layout of PROJECT(S).

12 2. Ascertain any requirements, unforeseen criteria, or issues for PROJECT(S) that may
13 be unknown to the CONTRACT ADMINISTRATOR, communicate these requirements, criteria, or
14 issues to the CONTRACT ADMINISTRATOR, and include in the scope, as agreed by the
15 CONTRACT ADMINISTRATOR.

16 3. Provide surveying, as necessary to ascertain all information required to prepare any
17 document specified herein for PROJECT(S), unless otherwise directed by CONTRACT
18 ADMINISTRATOR.

19 4. Design PROJECT(S) to conform to the mutually agreed scope and any requirements
20 of other reviewing agencies having jurisdiction over PROJECT(S).

21 5. Design PROJECT(S) to include mitigation measures included in the environmental
22 document.

23 6. Monitor and keep the CONTRACT ADMINISTRATOR informed regarding the impact
24 of design issues on PROJECT budget. Upon the written request of CONTRACT
25 ADMINISTRATOR, the CONSULTANT shall incorporate into the design, such reasonable design
26 and operational changes as the CONTRACT ADMINISTRATOR deems appropriate as a result of
27 the COUNTY'S review processes and impact on each PROJECT budget or estimate.

28 7. Assist in determining all permits that may be required for PROJECT and prepare all

necessary permits for the COUNTY submittal to outside agencies.

8. Work with the CONTRACT ADMINISTRATOR to ensure that the plans, specifications, and estimate meet all COUNTY requirements to be advertised for construction bids.

9. Prepare detailed engineers estimates, bid items, and unit prices quantified/qualified, which shall identify the construction components and requirements of PROJECT(S).

10. If required by CONTRACT ADMINISTRATOR, submit to the COUNTY in the appropriate agency forms, PROJECT background information and recommended testing and inspection lists for materials to be used for each PROJECT; identifying type, quantity, frequency, and schedule of said testing and inspection.

11. Prepare technical specifications setting forth in detail the work to be done, and the materials, workmanship, and equipment required for the construction of PROJECT(S), as necessary to provide the COUNTY complete and functional PROJECT(S) for its intended purpose within the requirements of this AGREEMENT.

12. Submit to the CONTRACT ADMINISTRATOR the projected and final construction estimate. Verify through written justification the reasonableness of the estimated construction period for construction contract bidding purposes as provided by the CONTRACT ADMINISTRATOR and identify long delivery times of materials and equipment which will impact the duration of the construction contract.

13. Respond to CONTRACT ADMINISTRATOR regarding Requests for Clarification during the bidding process and submit to the CONTRACT ADMINISTRATOR for review and approval of any addenda deemed necessary. Addenda, if any, shall be submitted no later than seven (7) working days prior to the scheduled bid opening, except as otherwise directed by the CONTRACT ADMINISTRATOR.

14. Assist the CONTRACT ADMINISTRATOR in evaluating the bids received.

15. Delete or otherwise change portions of the project design at the direction of the CONTRACT ADMINISTRATOR if the lowest bid proposal for the construction contract exceeds the COUNTY approved engineer's estimate by 10% or more, and if the COUNTY rejects all bids. In such event, the CONSULTANT shall revise the plans and specifications to comply with such

1 modifications and also shall assist the COUNTY in obtaining new bid proposals from contractors, all
2 at no additional cost to the COUNTY. Such modifications performed by the CONSULTANT shall
3 be completed on a time schedule commensurate with the scope of the changes and as set forth by
4 the CONTRACT ADMINISTRATOR.

5 16. Submit to the COUNTY ten (10) copies of the 30%, 60% and 90% plans (22" X 34"
6 format), specifications and estimates for review. Submit progress prints and final originals of the
7 plans, specifications, and estimates. Prior to submission of plans, the CONSULTANT shall request
8 from the COUNTY examples of acceptable drafting format and reproducible standards. Verification
9 of compatible format will be required prior to final file delivery. The CONTRACT ADMINISTRATOR,
10 at its discretion, may reject a submittal that is determined insufficient. Submittals shall, at a
11 minimum, consist of the following:

12 a. 30% plans, specifications and estimates shall include copies of utility locations,
13 centerline stationing, proposed and existing right-of-way, typical sections and structural sections.

14 b. 60% plans, specifications and estimates shall include 30% plan information and
15 in addition, preliminary cross sections and earthwork calculations at 25' or 50' intervals, adequate
16 information to allow construction survey staking, permits, preliminary profile grade, an updated
17 engineer's estimate, and shall address comments and include necessary revisions as identified by
18 the COUNTY in the 30% review.

19 c. 90% plans, specifications and estimates shall include 60% plan information and
20 in addition, updated cross sections and earthwork, profile grade, technical specifications, typical
21 sections and PROJECT details, and shall address comments and include necessary revisions as
22 identified by the COUNTY in the 60% review.

23 d. Final original plans, specifications and estimates to be delivered to the COUNTY
24 shall include:

25 i. One (1) original reproducible plan set on 22" by 34" sheets of 4 mil thick
26 double matte film.

27 ii. One (1) reproducible copy of cross sections on 22" by 34" sheets of 4 mil
28 thick double matte film.

1 iii. One (1) CD or DVD with final plans, cross sections and slope stake
2 information, design calculations, quantity calculations, and other design information as applicable to
3 the PROJECT.

4 iv. One (1) stamped and wet signed paper copy and one (1) CD or DVD with
5 final specifications and estimates.

6 17. Plan sheets, cross sections, earthwork calculations and slope stake information shall
7 be in Autocad Civil 3D, version 2016. Slope stake information shall include 50-foot intervals for
8 tangent sections and 25-foot intervals for curved sections. Specifications shall be in Microsoft
9 Word, version 2010 or later and on 8 ½" by 11" pages. Final engineer's estimates shall be in
10 Microsoft Excel, version 2010 or later and on 8 ½" by 11" pages. Estimates shall specify specialty
11 and/or final pay items as described in the 2006 Caltrans State Standard Specifications. Verification
12 of compatible format will be required prior to final file delivery.

13 18. The COUNTY will package the CONSULTANT'S documents with those other
14 documents that together will comprise the COUNTY'S construction contract and bid specifications.

15 19. Deliver to the CONTRACT ADMINISTRATOR three (3) weeks prior to the advertising
16 date (which will be determined by CONTRACT ADMINISTRATOR) the final drawings and
17 specifications for the COUNTY'S printing and distribution of bid sets to interested construction
18 contractors. The original drawings and specifications index sheet shall be sealed with the
19 CONSULTANT'S and subconsultant's professional licensure stamp clearly indicating license
20 numbers and license renewal dates and shall be signed in accordance with the California Business
21 and Professions Code.

22 D. During the performance of Construction Observation Services, the CONSULTANT shall:

23 1. Participate in the preconstruction conference.
24 2. When requested by CONTRACT ADMINISTRATOR, attend meetings with the
25 COUNTY, federal, state and/or local representatives to discuss and review the technical report.
26 The CONSULTANT shall prepare brief minutes of all meetings attended and shall submit those
27 minutes to the CONTRACT ADMINISTRATOR within seven (7) calendar days.

28 3. Make recommendations to the COUNTY on all claims of the COUNTY or the

1 construction contractor and all other matters relating to the execution and progress of the work,
2 including interpretation of the CONSULTANT'S contract documents.

3 4. Within seven (7) working days of the CONTRACT ADMINISTRATOR'S request,
4 review and make recommendations for samples, schedules, shop drawings, and other submissions
5 for general conformance with the design concept of PROJECT(S) and for general compliance with
6 the plans and specifications and information given by the CONSULTANT'S contract documents.

7 5. Within two (2) working days, respond to requests from the CONTRACT
8 ADMINISTRATOR for information needed from the CONSULTANT in order to clarify construction
9 plans and specifications and to review the construction contractor's cost estimates for all change
10 orders.

11 6. Recommend and assist in the preparation of such change orders as deemed
12 necessary with supporting documentation, calculations and estimate, for review and issuance of
13 change orders by the COUNTY Construction Engineer to obtain appropriate agency acceptance
14 and approval.

15 7. Assist the COUNTY, at the DIRECTOR's express, written authorization, with any
16 claim resolution process involving the construction contractor and the COUNTY as specified
17 hereunder, including serving as a witness in connection with any public hearings or legal
18 proceeding, and also including dispute resolutions required by law or hereunder. The parties
19 recognize that this clause is provided as a means of expediting resolution of claims among the
20 construction contractor, the COUNTY, and the CONSULTANT. However, it is understood the
21 construction contractor is not an intended third party beneficiary of this clause. Compensation for
22 these services shall be computed and invoiced at hourly rates listed in Exhibit C hereto. The
23 CONSULTANT shall identify rates for expert witness services, subject to review and approval or
24 disapproval by the CONTRACT ADMINISTRATOR, in Exhibit C. Any proposed fee schedule (i.e.:
25 Exhibit C) which fails to identify rates for expert witness services by CONSULTANT will be rejected
26 by CONTRACT ADMINISTRATOR. Assistance by CONSULTANT as described in this Article shall
27 be subject to the following provisions:

28 a. The DIRECTOR may believe the CONSULTANT'S work under this

1 AGREEMENT may have included negligent errors or omissions; or that the CONSULTANT may
2 otherwise have failed to comply with the provisions of this AGREEMENT or with the provisions
3 associated with a particular PROJECT; or that claims may have resulted from or have been
4 exacerbated by negligent acts or omissions of CONSULTANT. Upon notice by the DIRECTOR, the
5 CONSULTANT'S payments for such services shall be held in suspense by the COUNTY until a final
6 determination has been made of the proportion that the CONSULTANT'S fault bears to the fault of
7 all other parties concerned.

8 b. Such amounts held in suspense shall not be paid to the CONSULTANT, pending
9 the final determination as to the CONSULTANT'S proportional fault. However, the appropriate
10 percentage of such amount held in suspense shall be paid to the CONSULTANT, once a final
11 determination has been made, and the CONSULTANT thereafter submits a proper invoice to the
12 COUNTY. Payment shall be issued in accordance with the procedure outlined in Article V, Section
13 B, Paragraph 2.

14 8. At intervals appropriate to the stage of construction and consistent with the mutually
15 agreed scope, or as otherwise deemed necessary by the CONTRACT ADMINISTRATOR, visit the
16 site of PROJECT(S) as necessary to become familiar generally with the progress and quality of the
17 work and to determine whether the work is proceeding in general accordance with the contract
18 documents. The CONSULTANT shall not be required to make exhaustive or continuous onsite
19 inspections but shall keep the COUNTY Construction Engineer or his/her designee fully advised
20 and informed of all critical path issues of which the CONSULTANT becomes aware during the
21 course of construction. The CONSULTANT shall not be responsible for the construction
22 contractor's failure to carry out the construction work in accordance with the contract documents.
23 However, the CONSULTANT shall immediately advise the CONTRACT ADMINISTRATOR of any
24 known or observed deviation from the contract documents.

25 9. Not have control over or charge of, and shall not be responsible for construction
26 means, methods, techniques, sequence, or procedure, or for the safety precautions, programs, or
27 equipment in use in connection with the work, since these are solely the construction contractor's
28 responsibility under the contract for construction.

10. Keep the COUNTY informed, based on the CONSULTANT'S visits to PROJECT(S), through written reports as to the progress of the work.

11. Advise the COUNTY of defects and deficiencies observed in the work of the construction contractor, and may recommend that the DIRECTOR reject work as failing to conform to the contract documents.

12. Consistent with the mutually agreed scope, conduct site visits and field observations to facilitate recommendations by the CONSULTANT regarding:

- a. dates of substantial completion.
- b. dates of final completion.
- c. the DIRECTOR's acceptance of the work.
- d. filing of the Notice of Completion and Issuance of Final Certificate for payment.
- e. other issues which may require site visits, as requested by the CONTRACT

ADMINISTRATOR.

E. Control of Construction Project Site

1. The COUNTY'S construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction projects; including safety of all persons and property. This requirement shall be made to apply continuously during projects and shall not be limited to normal working hours. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, project means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. The CONSULTANT shall not have the authority to stop or reject the work of the construction contractor.

III. OBLIGATIONS OF THE COUNTY

The COUNTY will:

A. Compensate the CONSULTANT as provided in this AGREEMENT.

B. Furnish available reports, plans, and specifications related to PROJECT(S), and provide readily available documents requested by CONSULTANT necessary to perform tasks associated with completion of PROJECT(S).

C. Examine documents submitted and render timely decisions pertaining thereto.

1 D. Facilitate coordination between the construction contractor and the CONSULTANT,
2 including scheduling of the preconstruction conference and testing conforming to ASTM
3 International Standards on soil materials to be performed by the CONSULTANT.

4 E. Participate in meetings with the CONSULTANT as required.

5 F. Provide administration of the construction contract.

6 G. Identify the COUNTY'S Construction Engineer, whom the CONSULTANT shall keep fully
7 advised and informed of all critical path issues of which the CONSULTANT becomes aware during
8 the course of PROJECT construction.

9 IV. TERM, PERFORMANCE PERIOD AND TERMINATION

10 A. The term of this AGREEMENT shall be for a period of three (3) years, commencing upon
11 execution by the COUNTY through and including the third anniversary of execution. This
12 AGREEMENT may be extended for two (2) additional twelve (12) month periods upon written
13 approval of the COUNTY and the CONSULTANT, no later than thirty (30) days prior to the first day
14 of the next twelve (12) month extension period. The DIRECTOR or his or her designee is
15 authorized to execute such written approval on behalf of the COUNTY, based on CONSULTANT'S
16 satisfactory performance.

17 B. The terms of this AGREEMENT, and the services to be provided thereunder, are
18 contingent on the approval of funds by the appropriating government agency. Should sufficient
19 funds not be allocated, the services provided may be modified, or this AGREEMENT terminated at
20 any time by giving the CONSULTANT thirty (30) calendar days advance written notice.

21 C. The CONSULTANT shall complete all services required under this AGREEMENT prior
22 to the expiration thereof, unless extended or earlier terminated, as provided herein.

23 D. The CONSULTANT shall not perform any work under this AGREEMENT without written
24 authorization to proceed. The CONSULTANT shall commence work promptly after receipt of such
25 authorization, as issued by the CONTRACT ADMINISTRATOR.

26 E. The CONSULTANT shall provide services as required in accordance with the schedule
27 established upon authorization of each PROJECT, and in a timely manner to avoid unnecessary
28 delay to the PROJECT'S construction.

1 F. The CONSULTANT is advised and hereby acknowledges its understanding that any
2 recommendation for award is not binding on the COUNTY until the AGREEMENT is fully executed
3 following its approval by the COUNTY'S Board of Supervisors.

4 G. This AGREEMENT may be terminated without cause at any time by the COUNTY upon
5 thirty (30) calendar days written notice. If the COUNTY terminates this AGREEMENT, the
6 CONSULTANT shall be compensated for services satisfactorily completed to the date of
7 termination based upon the compensation rates and subject to the maximum amounts payable
8 agreed to in Article V, together with such additional services satisfactorily performed after
9 termination which are expressly authorized by the COUNTY to conclude the work performed to date
10 of termination.

11 H. If the CONSULTANT purports to terminate AGREEMENT, or otherwise refuses to
12 perform pursuant to AGREEMENT, for reasons other than material breach by the COUNTY, the
13 CONSULTANT shall reimburse the COUNTY, up to a maximum of \$10,000 for the actual expense
14 of issuing a Request For Proposal (RFP), engaging a new consultant, and the new consultant's cost
15 in becoming familiar with the previous CONSULTANT'S work. The COUNTY'S entitlement to such
16 reimbursement shall in no way be construed as a limitation on other damages that may be
17 recoverable by the COUNTY as a result of the CONSULTANT'S termination, in breach of its
18 obligations hereunder.

19 I. The COUNTY may immediately suspend or terminate this AGREEMENT in whole or in
20 part, where in the determination of the COUNTY there is:

- 21 1. An illegal or improper use of funds;
- 22 2. A failure to comply with any material term of this AGREEMENT;
- 23 3. A substantially incorrect or incomplete report submitted to the COUNTY;
- 24 4. Service not performed consistent with the generally accepted standard of care.

25 J. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
26 any breach of this AGREEMENT or any default which may then exist on the part of the
27 CONSULTANT, nor shall such payment in any way impair or prejudice any remedy available to the
28 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the

CONSULTANT the repayment to the COUNTY of any funds disbursed to the CONSULTANT under this AGREEMENT, which, in the judgment of the COUNTY and as determined in accordance with the procedures of Article VIII, "ERRORS OR OMISSIONS CLAIMS AND DISPUTES", were not expended in accordance with the terms of this AGREEMENT. The CONSULTANT shall promptly refund any such funds upon demand.

V. ALLOWABLE COSTS AND PAYMENTS

A. Fees:

1. Notwithstanding any other provisions in AGREEMENT, the Total Fee for the services required under AGREEMENT, shall not exceed the total sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) over the entire term of AGREEMENT. Total fees paid will be dependent upon the actual services authorized and performed under this AGREEMENT.

Compensation for the services rendered shall be computed at the hourly and cost rates shown in Exhibit C, attached hereto and incorporated herein, subject to any adjustments that may be approved in accordance with Article V, Section A, Paragraph 3.

2. The hourly and cost rates listed herein for services rendered by the CONSULTANT and subconsultants shall remain in effect for the entire duration of AGREEMENT unless adjusted in accordance with the provisions of Article V, Section A, Paragraphs 3, 5, or 6.

3. The hourly rates paid for services performed by the CONSULTANT and by subconsultants of the CONSULTANT and the rates for expenses incidental to the CONSULTANT'S and subconsultant's performance of services may be adjusted no more than once annually for inflation, in accordance with the following provisions:

a. The CONSULTANT may request new labor rates and new rates for expenses incidental to the CONSULTANT'S and subconsultants' performance of services subject to written approval of the CONTRACT ADMINISTRATOR in accordance with the provisions of this Section.

b. The CONSULTANT shall initiate the rate adjustment process by submitting to the CONTRACT ADMINISTRATOR a proposed adjusted fee schedule. The proposed adjusted fee schedule shall include proposed hourly rates for all categories of the CONSULTANT'S and subconsultants' wage classifications and proposed rates for incidental expenses listed in Exhibit C.

1 c. The proposed adjusted fee schedule shall not take effect unless approved in
2 writing by CONTRACT ADMINISTRATOR. The CONSULTANT acknowledges its understanding
3 that approval by the CONTRACT ADMINISTRATOR of any upward adjustment in the hourly and
4 cost rates shall not provide a basis for any increase in the total fee of as set forth in Article V,
5 Section A, Paragraph 1.

6 4. Expenses incidental to the CONSULTANT'S and subconsultant's performance of
7 services under Article II of AGREEMENT shall be charged at the rates listed in Exhibit C, subject to
8 any adjustments that may be approved in accordance with Article V, Section A, Paragraphs 3, 5, or
9 6. Unless incorporated in an adjusted fee schedule approved by the CONTRACT
10 ADMINISTRATOR, all other expenses incidental to the CONSULTANT'S and subconsultant's
11 performance of the services under Article II of AGREEMENT that are not listed in Exhibit C shall be
12 borne by the CONSULTANT.

13 5. In the event that the CONTRACT ADMINISTRATOR approves the CONSULTANT to
14 retain additional subconsultants not listed in Exhibit B, in accordance with Article I, Section B, hourly
15 rates paid for services performed by such additional subconsultants of the CONSULTANT and the
16 rates for expenses incidental to subconsultants performance of services may be adjusted no more
17 than once annually for inflation, in accordance with Article V, Section A, Paragraph 3. The first
18 annual adjustment of hourly and incidental expense rates for such additional subconsultants shall
19 not be approved prior to one year after CONTRACT ADMINISTRATOR'S approval of the retention
20 of such additional subconsultant(s) by the CONSULTANT.

21 6. Notwithstanding any other provisions in AGREEMENT, the CONTRACT
22 ADMINISTRATOR may, at any time, authorize in writing the revision of the CONSULTANT'S or
23 subconsultant's charge rates for incidental expenses to include additional categories of such
24 expenses if, in the opinion of CONTRACT ADMINISTRATOR, such revision is necessary to
25 facilitate the CONSULTANT'S performance of PROJECT(S).

26 B. Payments:

27 1. Progress payments will be made by the COUNTY upon receipt of the
28 CONSULTANT'S monthly invoices and approval by the COUNTY thereof based on CONTRACT

ADMINISTRATOR'S evaluation of the completion of the respective components of the assigned PROJECT. Invoices shall clearly identify the PROJECT, Phase, and Task of the work, and shall be submitted with the documentation identified in Article V, Section B, Paragraph 5. Invoices shall be forwarded electronically to: landfill-oncall@co.fresno.ca.us.

2. Upon receipt of an invoice containing all requisite information, it will take approximately ten (10) working days for the COUNTY Department of Public Works & Planning to review, approve, and submit it to the COUNTY Auditor-Controller / Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices will be returned to the CONSULTANT for correction and resubmittal. Payment, less retention, will be issued to CONSULTANT within approximately forty-five (45) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the approved invoice.

3. The COUNTY may withhold a five percent (5%) retention from earned compensation of the CONSULTANT, at the discretion of the CONTRACT ADMINISTRATOR. If the CONTRACT ADMINISTRATOR determines that retention will be withheld for a PROJECT, the CONTRACT ADMINISTRATOR will so state in writing prior to commencement of PROJECT by CONSULTANT and will identify PROJECT-specific prerequisites, such as successful completion of a PROJECT phase, for example, for the release of retentions. Such retention shall be in addition to any amounts withheld under Article II.

4. An unresolved dispute over a possible error or omission may cause payment of the CONSULTANT fees in the disputed amount to be withheld by the COUNTY.

5. Concurrently with the invoices, the CONSULTANT shall certify (through copies of issued checks, receipts, or other COUNTY pre-approved documentation) that complete payment, less a five percent (5%) retention, if required for PROJECT as specified in Paragraph 3, has been made to all subconsultants as provided herein for all previous invoices paid by the COUNTY. However, the parties do not intend that the foregoing create in any subconsultants or sub-contractor a third party beneficiary status or any third party beneficiary rights, and expressly disclaim any such status or rights.

6. Final invoices, and separate invoices for retentions if applicable, shall be submitted

1 to the COUNTY no later than thirty (30) days after the phase is completed. Payment for retentions
2 will be made in accordance with the specific provisions therefor established for the PROJECT by
3 the CONTRACT ADMINISTRATOR, in accordance with the provisions of Paragraph 3.

4 7. In the event the CONTRACT ADMINISTRATOR reduces the scope of the
5 CONSULTANT'S work under AGREEMENT for a specific PROJECT (or discontinues a specific
6 PROJECT), whether due to a deficiency in the appropriation of anticipated funding or otherwise, the
7 CONSULTANT will be compensated on a pro rata basis for actual work completed in accordance
8 with the terms of AGREEMENT.

9 VI. COMPENSATION RECORDS:

10 The CONSULTANT shall keep complete records showing the hours and description of
11 activities performed by each person who works on PROJECT(S) and all associated costs or
12 charges applicable to work covered by the Total Fee. The CONSULTANT will be responsible for all
13 subconsultants keeping similar records. At the request of the CONTRACT ADMINISTRATOR, such
14 records shall be made available to the COUNTY, or shall be summarized on invoices submitted in
15 accordance with Article V, Section B, Paragraph 1.

16 VII. AUDITS, ACCOUNTING AND INSPECTIONS ACCESS

17 A. The CONSULTANT shall, at any time during regular business hours and as often as the
18 COUNTY may deem necessary, make available for examination by State authorities or the
19 COUNTY Auditor-Controller/Treasurer-Tax Collector, or their authorized representatives, all of the
20 CONSULTANT'S records and data with respect to matters covered by this AGREEMENT. The
21 CONSULTANT shall permit the COUNTY'S authorities to audit and inspect all invoices, materials,
22 payrolls, records of personnel, conditions of employment, and other data relating to matters covered
23 by this AGREEMENT.

24 B. The CONSULTANT shall be subject to the examination and audit of the Auditor General
25 for a period of three (3) years after final payment under AGREEMENT (Government Code Section
26 8546.7).

27 VIII. ERRORS OR OMISSIONS CLAIMS AND DISPUTES

28 A. Definitions:

1 1. A "Consultant" is a duly licensed Architect or Engineer, or other provider of
2 professional services, acting as a business entity (owner, partnership, corporation, joint venture or
3 other business association) in accordance with the terms of this AGREEMENT.

4 2. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of
5 right, adjustment or interpretation of contract terms, payment of money, extension of time, change
6 orders, or other relief with respect to the terms of the contract. The term "Claim" also includes other
7 disputes and matters in question between the COUNTY and the CONSULTANT arising out of or
8 relating to the contract. Claims must be made by written notice. The provisions of Government
9 Code section 901, et seq., shall apply to every claim made to the COUNTY. The responsibility to
10 substantiate claims shall rest with the party making the claim. The term "Claim" also includes any
11 allegation of a negligent act, error or omission by the CONSULTANT in the performance of
12 PROJECT(S) under AGREEMENT.

13 B. In the spirit of cooperation between the COUNTY and the CONSULTANT, the following
14 procedures are established in the event of any claim or dispute alleging a negligent act, error or
15 omission, of the CONSULTANT.

16 1. Claims, disputes or other matters in question between the parties, arising out of or
17 relating to this AGREEMENT, shall not be subject to arbitration, but shall be subject to the following
18 procedures.

19 2. The COUNTY and the CONSULTANT shall meet and confer and attempt to reach
20 agreement on any dispute, including what damages have occurred, the measure of damages and
21 what proportion of damages, if any, shall be paid by either party. The parties agree to consult and
22 consider the use of mediation or other form of dispute resolution prior to resorting to litigation.

23 3. If the COUNTY and the CONSULTANT cannot reach agreement under Paragraph 2,
24 the disputed issues may, upon concurrence by all parties, be submitted to a panel of three (3)
25 members for a recommended resolution. The CONSULTANT and the COUNTY shall each select
26 one (1) member of the panel, and the third member shall be selected by the other two panel
27 members. The discovery rights provided by California Code of Civil Procedure for civil proceedings
28 shall be available and enforceable to resolve the disputed issues. Either party requesting this

1 dispute resolution process shall, when invoking the rights to this panel, give to the other party a
2 notice describing the claims, disputes and other matters in question. Prior to twenty (20) working
3 days before the initial meeting of the panel, both parties shall submit all documents such party
4 intends to rely upon to resolve such dispute. If it is determined by the panel that any party has
5 relied on such documentation, but has failed to previously submit such documentation on a timely
6 basis to the other party, the other party shall be entitled to a 20-working-day continuance of such
7 initial meeting of the panel. The decision by the panel is not a condition precedent to arbitration,
8 mediation or litigation.

9 4. Upon receipt of the panel's recommended resolution of the disputed issue(s), the
10 COUNTY and the CONSULTANT shall again meet and confer and attempt to reach agreement. If
11 the parties still are unable to reach agreement, each party shall have recourse to all appropriate
12 legal and equitable remedies.

13 C. The procedures to be followed in the resolution of claims and disputes may be modified
14 any time by mutual agreement of the parties hereto.

15 D. The CONSULTANT shall continue to perform its obligations under this AGREEMENT
16 pending resolution of any dispute, and the COUNTY shall continue to make payments of all
17 undisputed amounts due under this AGREEMENT.

18 E. When a claim by either party has been made alleging the CONSULTANT'S negligent
19 error, act, or omission, the COUNTY and the CONSULTANT shall meet and confer within twenty-
20 one (21) working days after the written notice of the claim has been provided.

21 F. The CONSULTANT, the CONSULTANT'S subconsultants of any tier, subcontractors of
22 any tier, suppliers and construction lenders shall all be bound by the dispute resolution provisions of
23 this AGREEMENT, and immediately upon demand of the COUNTY or the CONSULTANT, shall
24 participate in and shall become parties to the dispute resolution process, provided they have signed
25 any document that incorporates or refers to the dispute resolution provisions of this AGREEMENT.
26 Failure, whether intended or inadvertent, of the CONSULTANT to ensure that such nonparties have
27 signed such a document shall ensure only to the CONSULTANT'S detriment, if any there be. The
28 COUNTY shall not suffer a detriment by the CONSULTANT'S action or inaction in this regard. If

1 such a party after due notice fails to appear at and participate in the dispute resolution proceedings,
2 the panel established in accordance with the provisions of Section B, Paragraph 3 of this Article
3 VIII, shall make a decision based on evidence introduced by the party or parties who do participate.

4 IX. CONSULTANT'S OBLIGATIONS RELATING TO CONSTRUCTION CLAIMS

5 A. To the extent that review of any construction claim is encompassed by the
6 CONSULTANT'S scope of work as determined by the COUNTY, the CONSULTANT will review and
7 analyze construction contract claims and recommend resolution of them as soon as possible
8 following receipt of demand by the COUNTY. CONSULTANT shall be compensated in accordance
9 with Article V.

10 B. Within a reasonable time after receipt of a claim, the CONSULTANT shall provide a
11 written analysis of the claim to the COUNTY, signed by the CONSULTANT and any affected
12 subconsultants. The written analysis shall include the CONSULTANT'S professional opinion of the
13 responsibility for payment of the claim, with supporting facts and documentation. A copy of the
14 written analysis shall be provided to the respective insurance adjusters for the CONSULTANT and
15 any affected subconsultant.

16 C. Upon receipt of a claim, the CONSULTANT may also take one (1) or more of the
17 following actions, within ten (10) days of receipt of a claim:

18 1. Request additional supporting data from the claimant, requiring that such data be
19 supplied within ten (10) days of the request.

20 2. Submit a schedule to the parties indicating when the CONSULTANT expects to
21 respond to the claim, which schedule shall not exceed thirty (30) days from the CONSULTANT'S
22 original receipt of the claim.

23 3. Recommend rejection of the claim in whole or in part, stating the reasons for such
24 rejection.

25 4. Recommend approval of the claim by the other party.

26 5. Suggest a compromise.

27 D. In every case, the CONSULTANT shall provide its recommended resolution of a claim
28 shall not exceed thirty (30) days from the original receipt of claim, unless the CONSULTANT

obtains the COUNTY'S prior written approval.

X. INDEPENDENT CONTRACTOR

A. In performance of the work, duties, and obligations assumed by the CONSULTANT under this AGREEMENT, it is mutually understood and agreed that the CONSULTANT, including any and all of the CONSULTANT'S officers, agents and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner or associate of the COUNTY. Furthermore, the COUNTY shall have no right to control or supervise or direct the manner or method by which the CONSULTANT shall perform its work and function. However, the COUNTY shall retain the right to administer this AGREEMENT so as to verify that the CONSULTANT is performing its obligations in accordance with the terms and conditions thereof. The CONSULTANT and the COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

B. Because of its status as an independent contractor, the CONSULTANT shall have absolutely no right to employment rights and benefits available to the COUNTY employees. The CONSULTANT shall be solely liable and responsible for providing to, or on behalf of its employees all legally required employee benefits. In addition, the CONSULTANT shall be solely responsible and save the COUNTY harmless from all matters relating to payment of the CONSULTANT'S employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this AGREEMENT the CONSULTANT may be providing services to others unrelated to the COUNTY or to this AGREEMENT.

XI. LEGAL AUTHORITY

A. This AGREEMENT shall be binding upon the COUNTY, the CONSULTANT, and their respective successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

B. The CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, regulations, and Fresno County Charter Provisions in effect at the time of the

CONSULTANT'S performance of the professional services to be provided hereunder.

C. Any controversy or claim arising out of or relating to this AGREEMENT which cannot be amicably settled without court action shall be litigated either in a state court for Fresno County, California, or in the U.S. District Court for the Eastern District of California, located in Fresno County.

D. The rights and obligations of the parties and all interpretations and performance of this AGREEMENT shall be governed in all respects by the laws of the State of California.

E. In the event that the CONSULTANT is operating as a Corporation, each individual executing this AGREEMENT on behalf of the CONSULTANT hereby covenants, warrants, and represents:

1. That he or she is duly authorized to execute and deliver this AGREEMENT on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and bylaws.

2. That this AGREEMENT is binding upon such corporation.

3. That the CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

F. The CONSULTANT shall comply with the provisions of the County of Fresno Department of Public Works and Planning Conflict of Interest Code, attached hereto as Exhibit D and incorporated herein. Such compliance shall include the filing of annual statements pursuant to the regulations of the State Fair Political Practices Commission.

XII. HOLD HARMLESS

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

1 Agreement.

2 XIII. INSURANCE

3 A. Without limiting the COUNTY'S right to obtain indemnification from the CONSULTANT
4 or any third parties, the CONSULTANT, at its sole expense, shall maintain in full force and effect,
5 the following insurance policies prior to commencement of any work for the COUNTY and
6 throughout the entire term of this AGREEMENT (with the exception of Professional Liability
7 Insurance, which CONTRACTOR shall maintain in full force and effect for the additional period of
8 time required by Paragraph 4).

9 1. Commercial General Liability Insurance with limits of One Million Dollars
10 **(\$1,000,000.00)** per occurrence and an annual aggregate of Two Million Dollars **(\$2,000,000.00)**.
11 This policy shall be issued on a per occurrence basis. The COUNTY may require specific
12 coverages including completed operations, products liability, contractual liability, Explosion-
13 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because
14 of the nature of this AGREEMENT.

15 2. Automobile Liability Insurance with limits for bodily injury of Two Hundred Fifty
16 Thousand Dollars **(\$250,000.00)** per person, Five Hundred Thousand Dollars **(\$500,000.00)** per
17 accident and for property damages of Fifty Thousand Dollars **(\$50,000.00)**, or such coverage with a
18 combined single limit of Five Hundred Thousand Dollars **(\$500,000.00)**. Coverage should include
19 owned and non-owned vehicles used in connection with this AGREEMENT.

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

21 4. Professional Liability Insurance:

22 a. If the CONSULTANT employs licensed professional staff in providing services,
23 Professional Liability Insurance with limits of One Million Dollars **(\$1,000,000.00)** per claim, Three
24 Million Dollars **(\$3,000,000.00)** annual aggregate.

25 b. The Professional Liability Insurance shall be kept in full force and effect for a
26 period of three (3) years from the date of substantial completion of the CONSULTANT's work as
27 determined by the COUNTY.

28 B. The CONSULTANT shall obtain endorsements to the Commercial General Liability

1 insurance naming the COUNTY, its officers, agents, and employees, individually and collectively, as
2 additional insured, but only insofar as the operations under the AGREEMENT are concerned. Such
3 coverage for additional insured shall apply as primary insurance and any other insurance, or
4 self-insurance, maintained by the COUNTY, its officers, agents and employees shall be excess only
5 and not contributing with insurance provided under the CONSULTANT'S policies herein. The
6 COUNTY shall be given at least thirty (30) days advance written notice of any cancellation,
7 expiration, reduction or other material change in coverage with respect to any of the aforesaid
8 policies.

9 C. Prior to commencing any such work under the AGREEMENT, the CONSULTANT shall
10 provide to the COUNTY certificates of insurance and endorsements for all of the required policies
11 as specified above, stating that all such insurance coverage has been obtained and is in full force;
12 that the COUNTY, its officers, agents and employees will not be responsible for any premiums on
13 the policies; that such Commercial General Liability insurance names the COUNTY, its officers,
14 agents and employees, individually and collectively, as additional insured, but only insofar as the
15 operations under the AGREEMENT are concerned; that such coverage for additional insured shall
16 apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY,
17 its officers, agents and employees, shall be excess only and not contributing with insurance
18 provided under the CONSULTANT'S policies herein; and that this insurance shall not be cancelled
19 or changed without a minimum of thirty (30) days advance, written notice given to the COUNTY.
20 The certificates shall be sent to the CONTRACT ADMINISTRATOR at Department of Public Works
21 and Planning, Design Division, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.

22 D. In the event CONSULTANT fails to keep in effect at all times insurance coverage as
23 herein provided, the COUNTY may, in addition to other remedies it may have, terminate the
24 AGREEMENT.

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

1 XIV. OWNERSHIP OF DOCUMENTS

2 A. The CONSULTANT understands and agrees that the COUNTY shall retain full
3 ownership rights of the drawings and work-product of the CONSULTANT to the fullest extent
4 permitted by law. In this regard, the CONSULTANT acknowledges and agrees that the
5 CONSULTANT'S services are on behalf of the COUNTY and are "works made for hire," as that
6 term is defined by copyright law, by the COUNTY; that the drawings and work-product to be
7 prepared by the CONSULTANT are for the sole and exclusive use of the COUNTY and shall be the
8 sole property of the COUNTY and its assigns, and the COUNTY and its assigns shall be the sole
9 owner of all patents, copyrights, trademarks, trade secrets and other contractual and intangible
10 rights of any kind or nature in connection therewith; that all the rights, title, and interest in and to the
11 drawings and work-product will be transferred to the COUNTY by the CONSULTANT, and the
12 CONSULTANT will assist the COUNTY to obtain and enforce patents, copyrights, trademarks,
13 trade secrets, and other contractual and intangible rights of any kind or nature relating to said
14 drawings and work-product that the COUNTY shall become the owner of such drawings and work-
15 product, free and clear from any claim by the CONSULTANT or anyone claiming any right through
16 the CONSULTANT. The CONSULTANT further acknowledges and agrees that the COUNTY'S
17 ownership rights in such drawings and work-product shall apply regardless of whether such
18 drawings and work-product, or any copies thereof, are in the possession of the CONSULTANT, or
19 any other person, firm, corporation, or entity. For the purpose of this AGREEMENT the phrase
20 "drawings and work-product" shall mean the geologic report and map, as-builts, daily summary
21 reports, inspection data sheets, records of field and laboratory test, Final Construction Report, and
22 any other documents required in performing services under this AGREEMENT for PROJECT(S)
23 that result from the tasks assigned to the CONSULTANT by the COUNTY under this AGREEMENT.

24 B. If AGREEMENT is terminated, or work on a PROJECT is suspended, during or at the
25 completion of any task performed by CONSULTANT hereunder pursuant to Article II, a copy of the
26 report or other documents shall be submitted by the CONSULTANT to the COUNTY, which may
27 use them to complete PROJECT(S) at a future time.

28 C. Documents, including drawings, prepared by the CONSULTANT pursuant to this

1 AGREEMENT are intended to be suitable for use by the COUNTY or others on extensions of the
2 services provided for PROJECT(S). Documents for PROJECT(S) may not be suitable for other
3 projects.

4 XV. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

16 XVI. ENTIRE AGREEMENT

17 This AGREEMENT constitutes the entire AGREEMENT between the COUNTY and the
18 CONSULTANT with respect to the subject matter hereof and supersedes all previous negotiations,
19 proposals, commitments, writings, advertisements, publications, and understandings of any nature
20 whatsoever unless expressly included in this AGREEMENT.

21 XVII. SEVERABILITY

22 Should any provision herein be found or deemed to be invalid, this AGREEMENT shall be
23 construed as not containing such provision, and all other provisions which are otherwise lawful shall
24 remain in full force and effect, and to this end the provisions of this AGREEMENT are hereby
25 declared to be severable.

26 ///

27 ///

28 ///

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

3 GOLDER ASSOCIATES, INC.

COUNTY OF FRESNO

4
5 By: Richard D. Haughey
6 Richard Haughey, Associate

Brian Pacheco
Brian Pacheco, Chairman
Board of Supervisors

8 REVIEWED AND RECOMMENDED
9 FOR APPROVAL

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

10
11 By: Steven E. White
12 Steven E. White, Director
13 Department of Public Works and
14 Planning

By: Bernice E. Seidel
Deputy

15 APPROVED AS TO LEGAL FORM
16 Daniel C. Cederborg
17 County Counsel

18 By: Michael E. A.
Deputy

19
20 APPROVED AS TO ACCOUNTING
21 FORM

22 Oscar J. Garcia, C.P.A.
Auditor-Controller/ Treasurer-Tax
Collector

23 By: Alan E. Garcia
24 Deputy

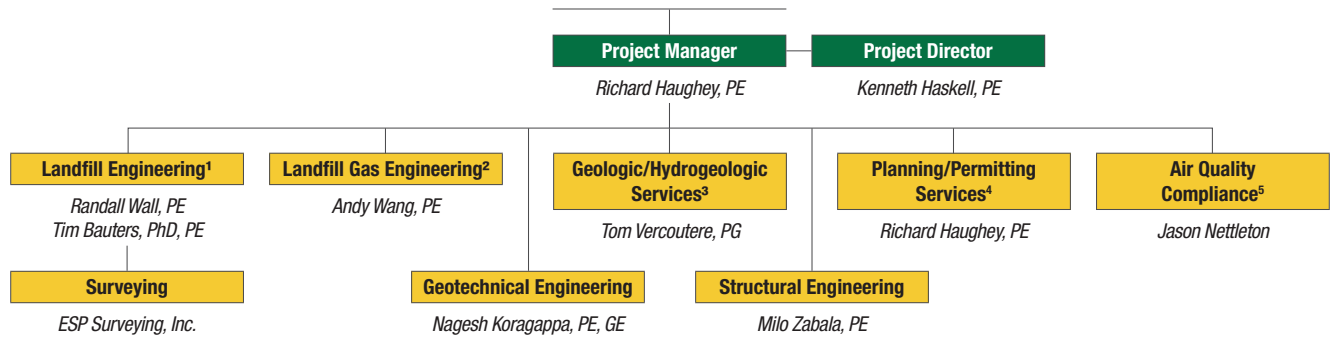
25 FUND: 0700, 0701, 0710, 0720
26 SUBCLASS: 15000, 15001
27 ORG: 9015, 9020, 9026, 9028
28 ACCT: 7295

Exhibit A

Project Team

The Golder Team

Golder understands the importance of providing on-call engineering and environmental services in a timely and efficient manner. Our proposed management team for this project is comprised of our solid waste practice/program leaders on the West Coast, who are based in Northern California.



¹ Includes landfill module and cover design, CQA monitoring, stormwater

² Includes landfill gas collection and control system design

³ Includes evaluation monitoring program design and implementation corrective action design and implementation, remediation system design and efficacy studies, water release corrective action plans

⁴ Includes JTDs, closure and post closure maintenance plans, solid waste facility permits, engineering feasibility studies landfill tipping fee studies, and non-water release correction action plans

⁵ Includes Authority to Construct applications, Permits to Operate, Title V applications and compliance monitoring

Current Staff

With a staff of more than 100 professionals in California, Golder has the capacity and resources to complete the County's project using local resources. We also have substantial additional resources throughout the United States, if necessary. Golder proposes to staff this project out of our California offices. As requested in the RFP, the tables below list current personnel in these offices and their job classifications:

Sunnyvale Office

Employee	Job Classification
Tim Bauters	Senior Consultant/Associate
Kim DeVillier	Staff Geologist
Bill Fowler	Program Leader/Principal
Steven Giacomini	Senior Technician
Richard Haughey	Program Leader/Associate
Kris Johnson	Senior Engineering Geologist/Associate
Nagesh Koragappa	Senior Consultant
Archana Kukreti	Senior Consultant
Breanna Lara	Staff Administrative Assistant
Brian Lim	Project Administrator
Richard Merrill	Senior Consultant/Associate
Catherine Motroni	Senior Project Geologist
Jason Nettleton	Senior Engineer
Minh Ngo	Geologist
Steve Nguyen	Project Engineer
Jose Ortiz	Staff Field Technician
Jennifer Panders	Operations Leader, California/Principal
Phillip Peters	Geologist
Mina Rahimi Kazerooni	Staff GIS Analyst
Ian Sharkey	Senior Technician
Brian Stozek	Project Geologist
Thomas Vercoutere	Senior Consultant
David Walter	Senior Field Technician
Andrew Wang	Senior Engineer
George Wegmann	Senior Consultant, Geology

Walnut Creek Office

Valeria Albors Laine	Senior Geotechnical Engineer/Associate
Craig Andrews	Staff Engineer
Brian Avon	Senior Pipelines Engineer
Jason Benson	Senior Project Engineer
Kirk Brandt	Program Manager/ Principal
Jun Ming Chen	Senior Project Engineer
Anastasia Chvets	Staff Engineer

Walnut Creek Office

Employee	Job Classification
Bart Coombs	Senior Consultant
Anthony DeCosta	Engineer
Nicole Elliott	Staff Administrative Assistant
Gina Faldetta	Senior Process Engineer
Edward Fradkin	Senior Engineer
Leonard Garcia	Staff Pipelines Draftsperson
Crosby Hepper	Project Engineer
Antonio Herilalain	Project Engineer
Noah Hirk-Fennessy	Senior Engineer
Dora Humphrey	Staff Administrative Assistant
Samuel Isaiah	Staff Mechanical Engineer
Cristian Loddio	Senior Geotechnical Engineer
Suhaib Melhem	Project Controls Specialist
Janet Monsanto	Draftsperson
Nazila Najdi	Senior Project Electrical Engineer
Behnam Noorizadeh-Foroozaba	Project Engineer
Jay Norwood	Pipeline Design Practice Leader/Principal
Wilfredo Pasang	Senior Design Checker
Bruce Patrick	Senior Pipelines Draftsperson
Nathan Pueschel	Engineer
James Ramsey	Senior Electrical Engineer
Joshua Rawley	Project Engineer
Janette Rucker	Senior Pipelines Designer
Angelique Santos	Receptionist
Jessie Santos	CAD Manager
Michele Sims	Senior Project Administrator
Manali Tipnis	Project Engineer
Charisse Tolano	Senior Administrative Support
Wei Wang	Project Chemical Engineer
Liangxi Ye	Practice Leader, Pipeline Engineering
Milo Zabala	Senior Civil Engineer

Roseville Office

Lindsey Angell	Project Engineer
Mark Bittner	Senior Consultant/Associate
Nolan Blake	Engineer
Collett Braeu	Administrative Assistant
Kenneth Brown	Senior Technician
William Dickinson	Senior Solid Waste Planner
Robert Paul Erickson	Project Geotechnical Engineer
Donna Ernst	Senior Project Environmental Scientist
Lisa Forster	Office Administrative Manager
Brian Gulewich	Project Engineer
Ken Haskell	Senior Program Leader/Principal
Michelle Kampen	Staff Engineer
Mark LaCoste	Senior CAD Technician
Stephen Lofholm	Senior Consultant/Associate
Robert McCarthy	Senior Technician
Mark Naugle	Senior Consultant
Casey Nieuwenhuis	Engineer

Roseville Office

Employee	Job Classification
Joshua Raub	Staff Geologist
Heriberto Robles	Senior Toxicologist Consultant
Melissa St. John	Project Scientist
Randall Wall	Practice Leader
Adam Wetherell	Engineer
Melanie Wong	Project Engineer

Irvine Office

Jason Cox	Staff Engineer
Ryan Hillman	Senior Engineer
Kristina Jenkins	Project Environmental Engineer
Jurt Kavli	CADD and Graphics Manager
Cynthia Valenzuela	Staff Civil Engineer
Linn Zukor	Senior Environmental/Land Use Planner

Exhibit B

Subconsultants

Key Subconsultant Firms

Golder will provide most of the potential services listed in the County's RFQ using in-house resources. For the surveying, we propose to use ESP Surveying, Inc. ESP Surveying, Inc. is a Fresno-based surveying firm, a Caltrans-certified underutilized disadvantaged business enterprise (UDBE), and a CPUC-certified woman-owned/minority-owned business enterprise (WMBE).

ESP Surveying, Inc. provided surveying services to support the Modules 4, 5, and 6 CQA monitoring services performed by Golder, and the design of the landfill gas collection system expansion in Phases II and III at the American Avenue Disposal Site.

Qualifications for ESP Surveying, Inc. are included in Appendix A.

Exhibit C

Rates



GOLDER ASSOCIATES INC.
SUNNYVALE, CALIFORNIA
PROFESSIONAL RATE SCHEDULE FOR CALENDAR YEAR 2016

Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

Billing Level	Personnel Category	Hourly Rate (U.S.\$)
B1	Admin Support	\$75
B2	Staff Admin Support	\$82
B3	Senior Admin Support	\$92
B4	Senior Project Coordinator	\$103
T1	Technician	\$82
T2	Staff Technician	\$98
T3	Senior Technician	\$110
T4	Senior Project Technician	\$120
D1	Draftsperson	\$94
D2	Staff Draftsperson	\$105
D3	Senior Draftsperson	\$120
D4	Senior Draftsperson	\$126
C1	Engineer/Scientist	\$116
C2	Staff Engineer/Scientist	\$126
C3	Project Engineer/Scientist	\$148
C4	Senior Project Engineer/Scientist	\$175
C5	Senior Engineer/Scientist	\$200
C6	Senior Consultant	\$235
C7	Practice/Program Leader	\$256
C8	Sr.Practice/Program Leader	\$278

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 15%.

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

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

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.



Fee Schedule

FEES FOR PROFESSIONAL SERVICES HOURLY RATE SCHEDULE (A)		
CLASSIFICATION	RATE*	OVERTIME/ NIGHTWORK
SURVEYING		
3-Man Survey Crew	\$ 290.00 Per Hour	\$ 395.00 Per Hour
2-Man Survey Crew	\$ 215.00 Per Hour	\$ 295.00 Per Hour
1-Man Survey Crew	\$ 155.00 Per Hour	\$ 194.00 Per Hour
OFFICE SURPPORT		
Licensed Surveyor	\$ 160.00 Per Hour	\$ 160.00 Per Hour
Project Manager	\$ 130.00 Per Hour	\$ 150.00 Per Hour
Project Surveyor	\$ 125.00 Per Hour	\$ 145.00 Per Hour
CADD Operator	\$ 115.00 Per Hour	\$ 135.00 Per Hour
Clerical	\$ 70.00 Per Hour	\$ 82.00 Per Hour
MISCELLANEOUS		
Outside Services	Actual Cost	n/a
Per Diem	Actual Cost	n/a
Mobilization	n/a	n/a

* 3% annual rate increase

It is understood and agreed that the aforementioned rates and charges include all normal equipment and materials used in connection with the production of the required professional services. ESP Surveying, Inc. will furnish monthly billings for all services rendered and supplies furnished in accordance with the above compensation provisions. **Invoice payment upon receipt due Net 30.**

Exhibit D
Conflict of Interest Code

28

File #15123
February 23, 1999
Resolution #99-086

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA**

In the matter of

Adoption of Standard Conflict of Interest
Code for All County Departments.

Resolution #99-086

Whereas, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

Whereas, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which contains the terms of a standard conflict of interest code, and which may be amended by the Fair Political Practices Commission after public notices and hearings to conform to amendments to the Political Reform Act; and

Whereas, any local agency may incorporate this standard conflict of interest code, and thereafter need not amend the text of its code to conform to future amendments to the Political Reform Act or its regulations; and

Whereas, the Board of Supervisors is the code reviewing body for all County departments except courts; and

Whereas, the Board of Supervisors may adopt the standard conflict of interest code on behalf of all County departments.

Now therefore be it resolved, that the terms of 2 California Code of Regulations section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the Exhibits A and B approved previously, today, or in the future, by this Board for each County department, in which officers and employees are designated and disclosure categories are set forth,

1 constitute the conflict of interest codes of each County department except courts.

2 Conflict of Interest forms shall be filed as follows:

3 1. As required by Government Code Section 87500, subdivision (e), the
4 County Administrative Officer, District Attorney, County Counsel, and Auditor-
5 Controller/Treasurer-Tax Collector shall file one original of their statements with the County
6 Clerk, who shall make and retain copies and forward the originals to the Fair Political
7 Practices Commission, which shall be the filing officer. The County Administrative Officer,
8 District Attorney, County Counsel, and Auditor-Controller/Treasurer-Tax Collector shall also
9 file one copy of their statements with the Clerk to the Board of Supervisors.

10 2. As required by Government Code section 87500, subdivision (j), all other
11 department heads shall file one original of their statements with their departments. The filing
12 officer of each department shall make and retain a copy of the department head's statement
13 and shall forward the original to the Clerk to the Board of Supervisors.

14 3. All other designated employees shall file one original of their statements with
15 their departments.

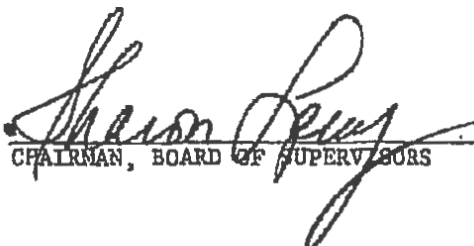
16 All statements shall be public records and shall be made available for public
17 inspection and reproduction. (Gov. Code, § 81008.)

18 Adopted at a regular meeting of the Board of Supervisors, held on the 23rd day
19 of February, 19 99, by the following vote, to wit:

20 Ayes: Supervisors Koligian, Case, Arambula, Oken, Levy

21 Noes: None

22 Absent: None

23 
CHAIRMAN, BOARD OF SUPERVISORS

24 ATTEST:
25 SHARI GREENWOOD, CLERK
BOARD OF SUPERVISORS

26 
27 By Sharon Ray
Deputy

28 File #15123

Agenda #28

Resolution #99-086

EXHIBIT "A"

PUBLIC WORKS AND PLANNING

<u>Classification</u>	<u>Category</u>
Accountant I / II	2
Architect	1
Assistant Real Property Agent	1
Associate Real Property Agent	1
Building Inspector I / II	1
Building Plans Engineer	1
Capital Projects Division Manager	1
Chief Building Inspector	1
Chief of Field Surveys	1
Community Development Manager	1
Consultant	*
Deputy Director of Planning	1
Deputy Director of Public Works	1
Deputy Director of Resources & Administration	1
Development Services Manager	1
Director of Public Works and Planning	1
Disposal Site Supervisor	2
Engineer I / II / III	1
Field Survey Supervisor	3
Housing Rehabilitation Specialist I / II	1
Information Technology Analyst I / II / III / IV	2
Landfill Operations Manager	1
Planner I / II / III	1
Principal Accountant	1
Principal Planner	1
Principal Staff Analyst	1
Public Works and Planning Business Manager	1
Public Works Division Engineer	1
Road Maintenance Supervisor	1
Road Superintendent	1
Senior Accountant	2
Senior Engineer	1
Senior Engineering Technician	2
Senior Information Technology Analyst	2
Senior Planner	1

<u>Classification</u>	<u>Category</u>
Senior Staff Analyst	1
Senior Systems and Procedures Analyst	2
Staff Analyst I / II / III	1
Supervising Accountant	1
Supervising Building Inspector	1
Supervising Engineer	1
Supervising Water/Wastewater Specialist	1
Systems and Procedures Analyst I / II / III	2
Systems and Procedures Manager	2
Traffic Maintenance Supervisor	2

- * Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Director of Public Works and Planning may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Director of Public Works and Planning's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

EXHIBIT "B"

PUBLIC WORKS AND PLANNING

1. Persons in this category shall disclose all reportable investments, interests in real property, sources of income (including gifts), and business positions. Financial interests (other than gifts) are reportable only if located within or subject to the jurisdiction of Fresno County, or if the business entity is doing business or planning to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the filing of the statement. Real property shall be deemed to be within the jurisdiction of the County if the property or any part of it is located within or not more than two miles outside the boundaries of the County (including its incorporated cities) or within two miles of any land owned or used by the County.
2. Persons in this category shall disclose all reportable investments in, income from (including gifts), and business positions with any business entity which, within the last two years, has contracted or in the future foreseeably may contract with Fresno County through its Public Works and Planning Department, Solid Waste Commissions within the jurisdiction, or to any other joint powers agency which Fresno County is a member to provide services, supplies, materials, machinery, or equipment to the County.
3. Persons in this category shall disclose all interests in real property within the jurisdiction of Fresno County. Real Property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of Fresno County (including its incorporated cities) or within two miles of any land owned or used by the County.

Exhibit E
Self Dealing Transactions Form

Exhibit E

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).