

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

529 A



FROM: Waste Management Department

SUBMITTAL DATE:
June 30, 2009

SUBJECT: Consultant Services Agreement for Static and Seismic Slope Stability Analysis at the Badlands Sanitary Landfill

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Consultant Services Agreement for Static and Seismic Slope Stability Analysis at the Badlands Sanitary Landfill between County of Riverside and GeoSyntec Consultants; and
2. Authorize the Chairman of the Board to Execute the Agreement on behalf of the Waste Management Department (Department)

BACKGROUND: The Badlands Landfill currently has a Solid Waste Facilities Permit to operate through December 2010. Over the last two years, Department engineers have refined the interim landfill construction plans to maximize the capacity available prior to requiring a new expansion project, as well as to consider access and safety by developing more detailed phasing plans. Also, revised designs for soil management stockpiles have been developed to supplement the new grading plan designs that will be more efficient and cost effective. (continued)

Joseph McCann
Joseph McCann, Assistant Chief Engineer for
Hans W. Kernkamp, General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 27,296	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Enterprise Fund Revenues	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Michael R. Shetler*
Michael R. Shetler
County Executive Office Signature

Dept't Recomm.: Consent Policy X Policy Per Exec. Ofc.: Consent Policy X

2009 JUN 30 PM 10:52

Prev. Agn. Ref.: N/A | District: 5 | Agenda Number:

12.1

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS* DATE

Departmental Concurrence

**Form 11: Consultant Services Agreement for Static and Seismic Slope Stability
Analysis at the Badlands Sanitary Landfill
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Additionally, the Department is going through the design phase for the next expansion project, which will generate excess soil, which is anticipated to be stockpiled west of current landfill operations. The conceptual design for this stockpile is to create a flat area that will accommodate future infrastructure needs.

In order to implement the improved designs, slope stability analysis for three areas (Canyon 4 Phase 2 (C4P2) Interim Fill Plan, the Canyon 6 Stockpile Excavation Plan, and the Future Stockpile is needed to insure that these areas produce stable slopes. A Request for Proposal, dated March 10, 2009, was transmitted to several geotechnical engineering consulting firms to perform static and seismic slope stability analysis for the Badlands Landfill. On March 30, 2009 the Department received four proposals that varied in price from \$4,400 to \$66,501.

The consultant proposals were reviewed and evaluated by the Department's engineering staff. Staff evaluated the proposals primarily based on experience in seismic design of solid waste facilities, adherence to regulatory requirements, familiarity with the Department's facilities, and understanding of the work required by the Department. The Department determined that all four (4) firms were qualified, but only three (3) firms had adequately responded to the RFP in terms of the scope of work and discussion of the project. The low bid of \$4,400 was significantly lower than the other consultants and did not adequately respond to the RFP. Most importantly, the parameters provided in the proposal do not conform to applicable regulations (California CCR Title 27 requires the minimum seismic factor of safety to be 1.5 for landfills; a seismic factor of safety of 1.1:1 was proposed by the consultant), therefore, this bid was considered unresponsive.

It was determined, after evaluating the remaining proposals, that Geosyntec Consultants is the most responsive and qualified firm to perform the stability analysis. Geosyntec Consultants' proposal was the second lowest cost proposal at \$27,296. In consideration of the reasons stated above, the Department recommends Geosyntec Consultants to perform the static and seismic stability analysis for the project areas within the Badlands Sanitary Landfill. A consultant agreement is attached.

PD #77945-v2

1 Exhibit B) unless a written amendment is executed by both parties prior to performance of
2 additional services. CONSULTANT agrees that in case of amendments to this agreement
3 extending or modifying services, the costs described in Exhibit B shall remain unchanged. This
4 total amount for the required geotechnical engineering is broken down as follows:

5 **a. Task 1: Sub-total = \$20,744**

6 The compensation for performing research and the static and seismic analysis as called here
7 Task 1 and broken down to Tasks 1-4 and 6 in Exhibit B, shall be payable based upon the
8 monthly invoices submitted to the COUNTY by the CONSULTANT and shall not exceed
9 the \$20,744 as described in Table 1 of Exhibit B.

10 **b. Task 2: Sub-total = \$6,552**

11 The compensation for providing three letter reports that contain the CONSULTANT'S
12 assumptions, evaluations, findings, and final recommendations, as described in Task 5 in
13 Exhibit B, shall be based on the invoice to be submitted to the COUNTY by the
14 CONSULTANT and the cost will not exceed \$6,552, as described in Table 1 of Exhibit B.

15
16 **5. PAYMENT:**

17 For purposes of payment to CONSULTANT, on or about the last day of each month, COUNTY
18 shall determine the corresponding cost of the geotechnical services provided for each of the
19 aforementioned items as follows:

20 ➤ **Monthly payments for Task 1** shall be determined by the invoice CONSULTANT will
21 submit to COUNTY at the end of each month. When work is completed, the
22 CONSULTANT shall be paid the difference between \$20,744 and the total amount
23 already paid for in Task 1.

24 ➤ **Payment for Task 2** shall be made upon completion and submittal of the three letter
25 reports in the lump sum amount described in Table 1 of Exhibit B. CONSULTANT shall

1 submit the final report for COUNTY review and allow COUNTY at least two (2) weeks
2 to review final report prior to finalizing the report.

3 Payment shall be made by COUNTY no earlier than 30 days after the CONSULTANT submits
4 their invoice unless the CONSULTANT offers a discount to the COUNTY. No payment shall be
5 required to be made when, in the judgment of the COUNTY, CONSULTANT is not proceeding
6 properly.

7
8 **6. LICENSES:**

9 CONSULTANT, its employees, agents, contractors, and subcontractors shall maintain
10 professional licenses required by the laws of the State of California at all times while performing
11 services under this Agreement.

12
13 **7. PERMITS AND RIGHTS-OF-ENTRY:**

14 COUNTY will provide any and all necessary permits and rights-of-entry, as required, to perform
15 the proposed services. CONSULTANT will prosecute the work in a manner to minimize
16 inconvenience and any possible hazard to any COUNTY operation.

17
18 **8. INSURANCE:**

19 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the
20 COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its
21 sole cost and expense, the following insurance coverages during the term of this Agreement.

22 **Workers' Compensation:**

23 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT
24 shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the
25 laws of the State of California. Policy shall include Employers' Liability (Coverage B) including

1 Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy
2 shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to
3 provide a Borrowed Servant/Alternate Employer Endorsement.

4 **Commercial General Liability:**

5 Commercial General Liability insurance coverage, including but not limited to, premises
6 liability, limited contractual liability, products and completed operations liability, personal and
7 advertising injury, and employment practices liability, covering claims which may arise from or
8 out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the County
9 of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective
10 directors, officers, Board of Supervisors, employees, elected or appointed officials, or
11 representatives as Additional Insureds. Policy's limit of liability shall not be less than
12 \$1,000,000 per occurrence combined single limit and \$2,000,000 annual aggregate. If such
13 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no
14 less than two (2) times the occurrence limit.

15 **Vehicle Liability:**

16 If CONSULTANT'S vehicles or mobile equipment are used in the performance of the
17 obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all
18 owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per
19 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
20 apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy
21 shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
22 their respective directors, officers, Board of Supervisors, employees, elected or appointed
23 officials, or representatives as Additional Insureds.

1 **General Insurance Provisions:**

2 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
3 California and have an A M BEST rating of not less than A-: VIII (A-:8) unless such
4 requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager
5 waives a requirement for a particular insurer such waiver is only valid for that specific insurer
6 and only for one policy term.

7
8 The CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or self-insured
9 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such
10 deductibles and/or retentions shall have the prior written consent of the County Risk Manager
11 before the commencement of operations under this Agreement. Upon notification of deductibles
12 or self-insured retentions unacceptable to the County, and at the election of the County's Risk
13 Manager, CONSULTANT'S carriers shall either 1) reduce or eliminate such deductibles or self-
14 insured retentions with respect to this Agreement with the COUNTY, or 2) procure a bond which
15 guarantees payment of losses and related investigations, claims administration, and defense costs
16 and expenses.

17
18 CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of
19 Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
20 original copies of Endorsements effecting coverage as required herein, and 2) if requested to do
21 so orally or in writing by the County Risk Manager, provide original Certified copies of policies
22 including all Endorsements and all attachments thereto, showing such insurance is in full force
23 and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the
24 insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
25 prior to any material modification, cancellation, expiration or reduction in coverage of such

1 insurance. In the event of a material modification, cancellation, expiration, or reduction in
2 coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives,
3 prior to such effective date, another properly executed original Certificate of Insurance and
4 original copies of endorsements or certified original policies, including all endorsements and
5 attachments thereto evidencing coverages set forth herein and the insurance required herein is in
6 full force and effect. ***CONSULTANT shall not commence operations until the COUNTY has
7 been furnished original Certificate (s) of Insurance and certified original copies of
8 endorsements and, if requested, certified original policies of insurance including all
9 endorsements and any and all other attachments as required in this Section. An individual
10 authorized by the insurance carrier to do so, on its behalf, shall sign the original
11 endorsements for each policy and the Certificate of Insurance.***

12
13 It is understood and agreed to by the parties hereto and the insurance companies, that the
14 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary
15 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or
16 self-insured programs shall not be construed as contributory.

17
18 The COUNTY'S Reserved Rights-Insurance. If, during the term of this Agreement or any
19 extension thereof, there is a material change in the scope of services; or, there is a material
20 change in the equipment to be used in the performance of the scope of work which will add to
21 additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this
22 Agreement including any extensions thereof exceeds five (5) years the COUNTY reserves the
23 right to adjust the types of insurance required under this Agreement and the monetary limits of
24 liability for the insurance coverages currently required herein, if; in the County Risk Manager's
25

1 reasonable judgment, the amount or type of insurance carried by the CONSULTANT has
2 become inadequate.

3
4 CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
5 subcontractors working under this Agreement.

6
7 The insurance requirements contained in this Agreement may be met with a program(s) of self-
8 insurance acceptable to the COUNTY.

9
10 CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event
11 that may give rise to a claim arising from the performance of this Agreement.

12
13 **9. CONSULTANT'S LIABILITY:**

14 CONSULTANT shall indemnify and hold harmless the County of Riverside, its Agencies,
15 Districts, Special Districts and Departments, their respective directors, officers, Board of
16 Supervisors, elected and appointed officials, employees, and representatives from any liability
17 claim, action, or damages whatsoever, resulting from upon the negligence or willful misconduct
18 of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out
19 of or in any way relating to this Agreement, including but not limited to property damage, bodily
20 injury, or death or any other element of any kind or nature whatsoever arising from the
21 performance of CONSULTANT, its officers, agents, employees, subcontractors, agents or
22 representatives relating to this Agreement. CONSULTANT shall defend, and pay all costs and
23 fees including, but not limited to attorney fees cost of investigation, defense and settlements or
24 awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
25 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,

1 and representatives in any claim or action to the extent to which this indemnification and hold
2 harmless obligation applies.

3
4 With respect to any action or claim subject to indemnification herein by CONSULTANT,
5 CONSULTANT shall, have the right to use counsel of their own choice and shall have the right
6 to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;
7 provided, however, that any such adjustment, settlement or compromise in no manner
8 whatsoever limits or circumscribes CONSULTANT'S indemnification to COUNTY as set forth
9 herein.

10
11 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
12 CONSULTANT'S obligations to indemnify and hold harmless the COUNTY herein from third
13 party claims.

14
15 In the event there is conflict between this clause and California Civil Code Section 2782, this
16 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve
17 the CONSULTANT from indemnifying the COUNTY to the fullest extent allowed by law.

18
19 **10. WORK PRODUCT:**

20 All drawings, logs, and reports prepared by CONSULTANT shall be and remain the sole
21 property of COUNTY.

22
23 **11. TERMINATION:**

24 This Agreement may be terminated by either CONSULTANT or COUNTY upon written notice
25 to the other party in the event of substantial failure of performance by the other party, or in the

1 event the COUNTY shall elect to abandon or indefinitely postpone the project. In the event the
2 COUNTY abandons or indefinitely postpones the project and gives notice of termination, the
3 COUNTY shall make payment for all services performed to the date of written notice in a total
4 amount which bears the same ratio to the total maximum fee otherwise payable under this
5 Agreement as the services actually performed bear to the total services necessary for
6 performance of this Agreement.

7
8 **12. INDEPENDENT CONTRACTOR:**

9 CONSULTANT and its employees and agents shall act at all times in an independent capacity
10 with regard to performance of services or work rendered pursuant to this Agreement; and
11 CONSULTANT and its employees and agents shall not act as, shall not be, and shall not in any
12 manner be considered to be agents, officers, or employees of COUNTY. There shall be no
13 employer-employee relationship between COUNTY and CONSULTANT; and CONSULTANT
14 and its employees and agents shall not be entitled to any benefits payable to COUNTY
15 employees. CONSULTANT is responsible for payment and deduction of all employment-
16 related taxes on CONSULTANT's behalf and for CONSULTANT's employees, including but
17 not limited to all federal and state income taxes and withholdings. COUNTY shall not be
18 required to make any deductions from compensation payable to CONSULTANT for these
19 purposes. CONSULTANT shall indemnify COUNTY for any and all federal or state
20 withholding or retirement payments which COUNTY may be required to make pursuant to
21 federal or state law. The sole interest and responsibility of COUNTY is to assure that the
22 services covered by this Agreement shall be performed and rendered in a competent and efficient
23 manner.

1 **13. GOVERNING LAW; JURISDICTION:**

2 This Agreement shall be governed by the laws of the State of California. Any legal action
3 related to the performance or interpretation of this Agreement shall be filed only in the Superior
4 Court for the State of California located in Riverside, California.

5
6 **14. ASSIGNMENT:**

7 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the
8 prior written consent of COUNTY.

9
10 **15. NON-DISCRIMINATION:**

11 CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or
12 termination practices on the basis of race, religious creed, color, national origin, ancestry,
13 physical handicap, medical condition, marital status or sex in the performance of this contract,
14 and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of
15 the California Fair Employment Practices Act (commencing with Section 1410 of the Labor
16 Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352).

17
18 **16. PRECEDENCE OF DOCUMENTS:**

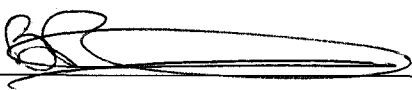
19 In the event of a conflict between the terms stated in this Agreement, the following order of
20 governing documents shall be followed:

- 21 i) Exhibit A
22 ii) Exhibit B
23
24
25

1
2 **17. ENTIRE AGREEMENT**

3 This Agreement constitutes the entire agreement between COUNTY and CONSULTANT. Each
4 party represents that in entering this Agreement it does not rely on any previous oral or implied
5 representation, inducement or understanding of any kind or nature.
6

7 **GEOSYNTEC CONSULTANTS**

8
9 By  Dated: July 2, 2009

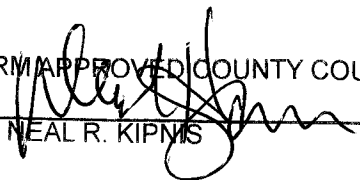
10
11 Name and Title: BERTRAND PALMER Principal / VP

12
13 **COUNTY OF RIVERSIDE**

14
15 By _____ Dated: _____
16 Chairman, Board of Supervisors


17 ATTEST:

18 By: _____
19 **KECIA HARPER-IHEM**
20 Clerk of the Board

FORM APPROVED COUNTY COUNSEL
BY:  _____
NEAL R. KIPNIS DATE

21 Dated: _____

22 RECOMMENDED FOR APPROVAL:

23
24 By  Dated: 6/30/09
25 Hans Kernkamp, General Manager - Chief Engineer
Waste Management Department