

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

460



FROM: Waste Management Department

SUBMITTAL DATE:
June 24, 2010

SUBJECT: Consultant Services Agreement for Badlands and Lamb Canyon Landfills Geotechnical Design and Construction Quality Assurance/Quality Control (QA/QC)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consultant Services Agreement for Badlands and Lamb Canyon Landfills Geotechnical Design and Construction between County of Riverside and Geosyntec Consultants; and
2. Authorize the Chairman of the Board to execute the Agreement on behalf of Waste Management Department; and
3. Authorize the General Manager-Chief Engineer to approve payments for additional work within the scope of the contract, not to exceed 10 percent of the original contract amount. (Continued)



Hans W. Kernkamp, General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. Total Cost:	\$562,753	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	10/11

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

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 6/24/10
Departmental Concurrence

Policy Policy
X
Consent Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | District: 5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

12.2

**Form 11: Consultant Services Agreement for Badlands and Lamb Canyon
Geotechnical Design and Construction Quality Assurance/Quality Control (QA/QC)**

June 24, 2010

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BACKGROUND:

The Riverside County Waste Management Department (Department) is required to perform geological and geotechnical studies, as well as independent third party construction QA/QC for two upcoming projects referred to as "The Construction of Liner System, Phase 2, Stage 4 (P2S4) Expansion, at the Lamb Canyon Sanitary Landfill" (Lamb Canyon Project) and "The Construction of the Liner System, Canyon 4 Phase 3 (C4P3) Expansion, at the Badlands Sanitary Landfill" (Badlands Project).

The Lamb Canyon Project will expand the size of the disposal area at the Lamb Canyon Sanitary Landfill by approximately 23 acres and the Badlands Project will expand the size of the disposal area at the Badlands Sanitary Landfill by approximately 13 acres, in accordance with the requirements of Title 27 of the California Code of Regulations (CCR), and Subtitle D of the Code of Federal Regulations (CFR). These expansion projects are already permitted by each site's Solid Waste Facilities Permit issued by CalRecycle (formally California Integrated Waste Management Board). Final design details and contract documents for the installation of the geosynthetic liner system are currently being prepared for both projects by the Department. Both of these projects are critical to the Department's ongoing mission to provide adequate long-term disposal capacity to the residents of Riverside County.

In accordance with County Policy H-7, a Request for Proposal (RFP), dated March 25, 2010, was posted to the Purchasing Department's website and noticed in the local newspaper. The Waste Management Department received seven (7) proposals ranging in price from \$460,000.50 to \$878,049.40.

The consultant proposals were reviewed by an evaluation committee consisting of three individuals experienced in work requested and/or purchasing process. Each committee member reviewed the proposals independently and their reviews summarized by the Assistant Chief Engineer and then reviewed by the Department's General Manager-Chief Engineer. The Department is recommending that the results of the selection committee be used and the award be made to Geosyntec. Geosyntec's proposal was the fourth lowest bid at \$562,753 and they scored the highest during the Department's evaluation. The Department believes that the three lower bidders were non-responsive, in that they failed to demonstrate adequate experience or sufficient reference projects within the landfill industry. Furthermore, none of the three lower bidders elected to take the time to visit each site, which is disconcerting given the complexity of both projects.

Attachment: Consultant Services Agreement

1 **4. COMPENSATION**

2 The total amount of compensation paid to the CONSULTANT for all services under this
3 Agreement (including expenses) shall be in the amount of \$562,753.00 unless a written
4 amendment is executed by both parties prior to performance of additional services.
5 CONSULTANT agrees that in case of amendments to this agreement extending or modifying
6 services, the costs described in Exhibit B shall remain unchanged for a period of one year from
7 the date of this agreement. This total amount for the required services is broken down as
8 follows:

9 **Service A: Geotechnical Services**

10 **a. Service A-1 (Tasks 1-5): Lamb Canyon Project:**

11 **Sub-total = \$44,159**

- 12 • The compensation for performing Service A-1, **Task 1** shall be payable based upon the
13 total number of lab testing as described in section F.i.2 of Exhibit A, and by applying the
14 unit cost per test as shown on Attachment F-1 of Exhibit B.
- 15 • The compensation for performing Service A-1, **Task 2** shall be payable based upon the
16 total depth, in linear feet, for soil borings as described in section F.i.3 of Exhibit A, and
17 by applying the unit cost per feet as shown on Attachment F-1 of Exhibit B.
- 18 • The compensation for performing Service A-1, **Tasks 3-5** shall be payable based on lump
19 sum costs as described in section F.i.4 of Exhibit A, and Attachment F-1 of Exhibit B.

20
21 **b. Service A-2 (Tasks 1, 3-5): Badlands Project:**

22 **Sub-total = \$30,662**

- 23 • The compensation for performing Service A-2, **Task 1** shall be payable based upon the
24 total number of lab testing as described in section F.i.2 of Exhibit A, and by applying the
25 unit cost per test as shown on Attachment F-1 of Exhibit B.

- 1
- The compensation for performing Service A-2, **Tasks 3-5** shall be payable based on lump
- 2 sum costs as described in section F.i.4 of Exhibit A, and Attachment F-1 of Exhibit B.
- 3

4 **Service B: Geological Services**

5 **a. Service B (Tasks 1-2): Lamb Canyon Project:**

6 **Sub-total = \$39,053**

- 7
- The compensation for performing Service B, **Task 1** shall be payable based upon actual
- 8 days worked during the total estimated task duration of 25 working days, and by applying
- 9 a daily rate of **\$1,168** for performing Geologic Mapping at Lamb Canyon as described in
- 10 section F.i.1 and Attachment F-1 of Exhibit B.
- The compensation for performing Service B, **Task 2** shall be payable based on lump sum
- 11 costs as described in section F.i.4 of Exhibit A, and Attachment F-1 of Exhibit B.
- 12

13

14 **Service C: Construction QA/QC Services**

15 **a. Service C-1 (Tasks 1-4): Lamb Canyon Project:**

16 **Sub-total = \$267,881**

- 17
- The compensation for performing Service C-1, **Tasks 1-2** (As described in Exhibit A)
- 18 shall be payable based upon the total estimated project duration of **180 working days**,
- 19 and by applying a daily rate of **\$1,014** for construction observation and field testing; and
- 20 **\$181** for project QA/QC management and reports as described in section F.i.1 of Exhibit
- 21 A, and Attachment F-1 of Exhibit B. Consultant Services shall be tracked on a daily basis
- 22 and compensated in half-day increments, with a minimum of 0.5 workday (1 to 4 hours
- 23 of service) and a maximum of 1 workday (5 to 8 hours of services). CONSULTANT
- 24 agrees that in case of amendments to this agreement extending contract services, beyond
- 25 the estimated project duration of 180 working days, the daily rates of \$1,014 and \$181 for

1 Tasks 1 and 2 respectively shall remain unchanged. The CONSULTANT services for the
2 period beyond 180 working days shall be on as needed basis.

- 3 • The compensation for performing Service C-1, **Task 3** shall be payable based upon the
4 total number of lab testing as described in section F.i.2 of Exhibit A, and by applying the
5 unit cost per test as shown on Attachment F-1 of Exhibit B.
- 6 • The compensation for performing Service C-1, **Task 4** shall be payable based on lump
7 sum costs as described in section F.i.4 of Exhibit A, and Attachment F-1 of Exhibit B.

8
9 **b. Service C-2 (Tasks 1-4): Badlands Project:**

10 **Sub-total = \$180,998**

- 11 • The compensation for performing Service C-2, **Tasks 1-2** (As described in Exhibit A)
12 shall be payable based upon the total estimated project duration of **120 working days**,
13 and by applying a daily rate of **\$1,014** for construction observation and field testing; and
14 **\$181** for project QA/QC management and reports as described in section F.i.1 of Exhibit
15 A, and Attachment F-1 of Exhibit B. Consultant Services shall be tracked on a daily basis
16 and compensated in half-day increments, with a minimum of 0.5 workday (1 to 4 hours
17 of service) and a maximum of 1 workday (5 to 8 hours of services). CONSULTANT
18 agrees that in case of amendments to this agreement extending contract services, beyond
19 the estimated project duration of 180 working days, the daily rates of \$1,014 and \$181 for
20 Tasks 1 and 2 respectively shall remain unchanged. The CONSULTANT services for the
21 period beyond 180 working days shall be on as needed basis.
- 22 • The compensation for performing Service C-2, **Task 3** shall be payable based upon the
23 total number of lab testing as described in section F.i.2 of Exhibit A, and by applying the
24 unit cost per test as shown on Attachment F-1 of Exhibit B.

- 1 • The compensation for performing Service C-2, **Task 4** shall be payable based on lump
2 sum costs as described in section F.i.4 of Exhibit A, and Attachment F-1 of Exhibit B.
3

4 **5. PAYMENT:**

5 For purposes of payment to CONSULTANT, on or about the last day of each month, COUNTY
6 shall determine the corresponding cost of the services as described under Section 4. No payment
7 shall be required to be made when, in the judgment of the COUNTY, CONSULTANT is not
8 proceeding properly. Payment shall be made by COUNTY within 30 days thereafter.
9

10 **6. LICENSES:**

11 CONSULTANT, its employees, agents, contractors, and subcontractors shall maintain
12 professional licenses required by the laws of the State of California at all times while performing
13 services under this Agreement.
14

15 **7. GENERAL PREVAILING WAGE:**

16 The CONSULTANT shall comply with all applicable requirements of the California Labor
17 Code. Reference is made to Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code
18 (commencing with Section 1770). By this reference said Chapter 1 is incorporated herein with
19 like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals with,
20 among other things, discrimination, penalties and forfeitures, their disposition and enforcement,
21 wages, working hours and securing workers' compensation insurance and directly affect the
22 method of prosecution of the work by CONSULTANT and subject it under certain conditions to
23 penalties and forfeitures. Execution of this Agreement by the parties constitutes the
24 CONSULTANT's agreement to abide by said Chapter 1. CONSULTANT certifies that he is
25 aware of the provisions of said Chapter 1 and will comply with them and further constitutes

1 CONSULTANT's certification as follows: "I am aware of the provisions of Section 3700 of the
2 California Labor Code which requires every employer to be insured against liability for workers'
3 compensation or to undertake self-insurance in accordance with the provisions of that Code, and
4 I will comply with such provisions before commencing the performance of the work of this
5 contract."

6 General prevailing rate of per diem wages and general prevailing rate of per diem wages for
7 holiday and overtime work, including employer payments for health and welfare, pension,
8 vacation, apprentices and similar purposes for each craft, classification or type of workman
9 needed for execution of contracts under the jurisdiction of the COUNTY have been obtained by
10 the COUNTY from the Director of Industrial Relations of the State of California for the area
11 where the work is to be done. These are on file at the COUNTY's office, and will be made
12 available to CONSULTANT upon request.

13 COUNTY may request copies of certified payroll for CONSULTANT staff that falls under the
14 provisions of California Labor Code, as interpreted by the COUNTY. CONSULTANT shall
15 produce copies of certified payroll within five (5) working days of written request by the
16 COUNTY.

17
18 **8. PERMITS AND RIGHTS-OF-ENTRY:**

19 COUNTY will provide any and all necessary permits and rights-of-entry, as required, to perform
20 the proposed services. CONSULTANT will prosecute the work in a manner to minimize
21 inconvenience and any possible hazard to any COUNTY operation. CONSULTANT shall be
22 responsible for the protection of public and private property adjacent to the work and shall
23 exercise due caution to avoid damage to such property.

24 ///

25 ///

1 **9. INSURANCE:**

2 CONSULTANT shall maintain in force at all times during the performance of this Agreement
3 insurance policies which have the following minimum coverages: General liability insurance in
4 the amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; professional
5 liability insurance in the amount of \$2,000,000; workers' compensation insurance in accordance
6 with California law; and if motor vehicles are used, not less than \$1,000,000 combined single
7 limit motor vehicle insurance for damage to property and injury to persons. These policies shall
8 name "County of Riverside and the Riverside County Waste Resources Management District and
9 their elected or appointed officials, employees, and agents" as additional insureds. Certificates
10 of insurance satisfactory to COUNTY evidencing the maintenance of such insurance coverage
11 shall be required prior to the start of services under this Agreement. COUNTY shall be given
12 notice, in writing, at least thirty (30) days in advance of cancellation, modification or reduction
13 in coverage. All insurance shall be with companies admitted to issue such coverage in the State
14 of California.

15
16 **10. CONSULTANT'S LIABILITY:**

17 CONSULTANT shall defend, save, indemnify and hold COUNTY OF RIVERSIDE and
18 RIVERSIDE COUNTY WASTE RESOURCES MANAGEMENT DISTRICT, its officers,
19 employees, and agents free and harmless from any liability, damage, claim, or action whatsoever
20 (including but not limited to wrongful death) based upon any act or omission of
21 CONSULTANT, its employees, contractors or agents arising out of, relating to or in any way
22 connected with the accomplishment of the work or performance of services under this
23 Agreement, except for an act or omission that is due to the sole active negligence of the
24 COUNTY, its officers, employees or agents. As part of the foregoing indemnity,
25 CONSULTANT agrees to protect and defend at its own expense (including attorney fees)

1 COUNTY, its officers, agents, and employees in any legal action based upon any such act or
2 omission. For professional services performed hereunder, Consultant's liability shall be to the
3 extent set forth in Section 2782 of the California Civil Code.
4

5 **11. WORK PRODUCT:**

6 All drawings, logs, and reports prepared by CONSULTANT shall be and remain the sole
7 property of COUNTY.
8

9 **12. TERMINATION:**

10 This Agreement may be terminated by either CONSULTANT or COUNTY upon written notice
11 to the other party in the event of substantial failure of performance by the other party, or in the
12 event the COUNTY shall elect to abandon or indefinitely postpone the project. In the event the
13 COUNTY abandons or indefinitely postpones the project and gives notice of termination, the
14 COUNTY shall make payment for all services performed to the date of written notice in a total
15 amount which bears the same ratio to the total maximum fee otherwise payable under this
16 Agreement as the services actually performed bear to the total services necessary for
17 performance of this Agreement.
18

19 **13. INDEPENDENT CONTRACTOR:**

20 CONSULTANT and its employees and agents shall act at all times in an independent capacity
21 with regard to performance of services or work rendered pursuant to this Agreement; and
22 CONSULTANT and its employees and agents shall not act as, shall not be, and shall not in any
23 manner be considered to be agents, officers, or employees of COUNTY. There shall be no
24 employer-employee relationship between COUNTY and CONSULTANT; and CONSULTANT
25 and its employees and agents shall not be entitled to any benefits payable to COUNTY

1 employees. CONSULTANT is responsible for payment and deduction of all employment-
2 related taxes on CONSULTANT's behalf and for CONSULTANT's employees, including but
3 not limited to all federal and state income taxes and withholdings. COUNTY shall not be
4 required to make any deductions from compensation payable to CONSULTANT for these
5 purposes. CONSULTANT shall indemnify COUNTY for any and all federal or state
6 withholding or retirement payments which COUNTY may be required to make pursuant to
7 federal or state law. The sole interest and responsibility of COUNTY is to assure that the
8 services covered by this Agreement shall be performed and rendered in a competent and efficient
9 manner.

10
11 **14. GOVERNING LAW; JURISDICTION:**

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

15
16 **15. ASSIGNMENT:**

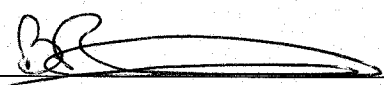
17 Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the
18 prior written consent of COUNTY.

19
20 **16. NON-DISCRIMINATION:**

21 CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or
22 termination practices on the basis of race, religious creed, color, national origin, ancestry,
23 physical handicap, medical condition, marital status or sex in the performance of this contract,
24 and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of
25

1 the California Fair Employment Practices Act (commencing with Section 1410 of the Labor
2 Code), and the Federal Civil Rights Act of 1964 (P.L. 88-352).

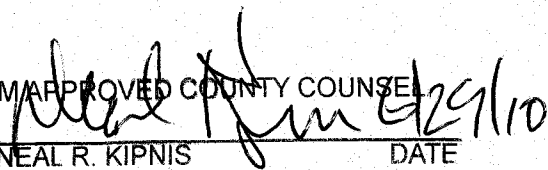
3 **Geosyntec Consultants**

4
5 By  Dated: 29 June 2010

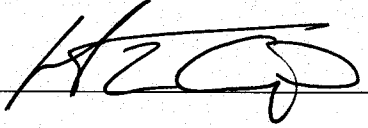
6
7 Name and Title: BERTRAND PALMER - Vice President

8
9 **COUNTY OF RIVERSIDE**

10
11 By _____ Dated: _____
12 Chairman, Board of Supervisors

13 FORM APPROVED COUNTY COUNSEL
14 BY:  6/29/10
NEAL R. KIPNIS DATE

15 RECOMMENDED FOR APPROVAL:

16
17 By  Dated: 6/29/10

18 Hans Kernkamp, General Manager - Chief Engineer
19 Waste Management Department

20
21 Attachments:
22 Exhibit A- Request for Proposal dated March 25, 2010
23 Exhibit B - CONSULTANT's proposal dated April 19, 2010

24
25 PD# 71658/v4