AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND GOLDER ASSOCIATES, INC.

THIS SECOND AMENDMENT is made and entered into this 1/26/2021, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and GOLDER ASSOCIATES, INC., hereinafter referred to as “FIRST PARTY.”

1. Pursuant to Section 4. COMPENSATION AND PAYMENT of Agreement No. 2756, (“Agreement”), Section 4. COMPENSATION AND PAYMENT [amendment to section] to read as follows

“CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $414,604 as described in Exhibit "A, A-1, A-2," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed does not meet the requirements of this agreement.”

2. Pursuant to Section 24. TERM OF AGREEMENT of Agreement No. 2756, (“Agreement”), Section 24. TERM OF AGREEMENT [amendment to section] to read as follows

“This agreement shall remain in effect for the period of September 2, 2019 through June 30, 2022 unless extended, amended, or terminated in writing by CITY.”

Except as modified by this Amendment, all other terms and conditions of Agreement No. 2756 remain the same.

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

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Kris Johnson
Printed name

Tax ID#

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson, City Manager

ATTEST:

Judi A. Herren, City Clerk
Mike Sartor  
City of Menlo Park  
Department of Public Works  
701 Laurel Street  
Menlo Park, CA  94025  

RE: PROPOSAL FOR 2020 LFG COLLECTION SYSTEM EXPANSION DESIGN  
BEDWELL BAYFRONT PARK LANDFILL  

Dear Mr. Sartor:  

Golder Associates Inc. (Golder) appreciates the opportunity to submit this proposal for Phase 2  
engineering services for leachate and landfill gas (LFG) collection and control system (GCCS)  
expansion at the Bedwell Bayfront Park (BBP) Landfill.  

1.0 PROJECT UNDERSTANDING  

Golder recently completed Evaluation of Effectiveness of Existing Leachate Collection and Gas  
Collection and Control Systems. The report included:  

- Verifying previous evaluation conclusions regarding vertical landfill gas (LFG) collection wells,  
especially the severity of liquid level impacts  
- Estimating current and future productivity of the LFG collection wells based on recent LFG wellfield  
readings  
- Recommendations of cost-effective improvements required to address site compliance, and  
protect human health and the environment during the landfill post-closure period, and park  
maintenance  

Key conclusions/recommendations from the report include:  

- The majority of LFG collection wells may be substantially obstructed by leachate  
- Available data supports that the current LFG collection declines are reasonable for a landfill of this  
age, although LFG collection system component effectiveness may be responsible for some of the  
decline  
- The LFG collection system has achieved regulatory compliance despite reported system  
maintenance issues  
- Based on historical LFG collection system data, methane generation could decline to below the  
current regulatory threshold (3 million Btu per hour) between 2027 and 2030 at the earliest
Although methane generation estimates may not require continuous LFG collection and control operation, the site’s use as public open space likely precludes complete shutdown of the LFG collection and control system.

Due to a lack of potential for a significant increase in LFG collection, there is no substantial benefit of a major replacement or expansion of the LFG collection system.

Short-term field pump testing of candidate dual LFG-leachate extraction wells would better assess the potential benefits of expanding the number of existing leachate collection locations.

Tidal water level changes have an effect on water levels in the leachate sumps indicating an interaction between San Francisco Bay water and leachate; although precipitation also is a significant source of leachate.

Existing leachate sumps exhibit various problems with pumps, pump motors, wiring, transducers, level sensors, and timers.

Additional inspection, maintenance repairs, and upgrades to improve long-term operability as appropriate.

Because the site is used as an open space recreational facility, we understand the City wants the leachate and LFG collection and control systems to be unobtrusive and to not pose an attractive nuisance. The City of Palo Alto Landfill was mentioned as an example of what the City is looking for.

Based on our previous discussions, we have included a design development task in order to more fully assess field conditions and to inform our design work.

2.0 SCOPE OF SERVICES

Task 1 – Design Development

Golder will perform inspections and evaluations to better assess the current conditions of leachate and LFG collection and control systems components. Key design development tasks are described below.

Task 1.1 - Video Inspection of LFG Header/Lateral Pipes

We propose to video inspect up to 3,500 linear feet of LFG header/lateral pipes, depending on access, to more accurately define locations and affected pipe lengths with condensate accumulation. Sections of LFG header/lateral pipes will be selected based on suspected low spots and relative ease of access. Comparison of topographic maps will be used to identify potential low spots.

The video inspection will be performed in conjunction with potholing and pipe surveying in suspected problem areas.

The video inspection and pipe surveying results will be used to determine whether LFG header/lateral pipes should be regraded or replaced. Depending on the depth and/or damage of the LFG header/lateral pipe, it may be more cost-effective to abandon the existing pipe in place and replace the pipe at a shallower depth.

Task 1.2 - Short-Term Pumping Tests

A substantial number of LFG collection wells may be obstructed with leachate affecting the wells collection efficiency. Converting some LFG collection wells to dual leachate and LFG collection may have operational benefits. To determine the feasibility of dual leachate and LFG collection wells, we propose to perform short-term pumping tests on up to 33 candidate dual leachate and LFG collection
wells. Some of the candidate wells will be located near existing piezometers with the piezometers being used as an observation well during the pumping.

After measuring leachate levels in the wells, low-volume pumps will be used to pump leachate from the wells for approximately 60 minutes. The volume of leachate removed will be metered. Following pumping, the wells will be allowed to recharge and the time to recharge will be noted.

The pumping and recharge information will be used to determine the feasibility of dual leachate and LFG collection wells. Assuming dual wells are feasible, the well modifications to be prepared during Task 3 and 4 will include dual leachate and LFG collection wells, including piping to convey the leachate to the existing leachate piping system.

The leachate level information will be compared to the previously obtained leachate level information to determine the differences in the current leachate levels to the previous levels.

**Task 1.3 - Evaluation of Leachate Sump Pumps**

During the previous phase of work, nine of the twelve leachate sump pumps were found to be inoperable or unable to start manually. Golder will contract with an electrician experienced with landfill leachate sump pumps to evaluate the pumps. He will evaluate the sump pumps to determine the condition of the pumps, pump motors, and controls. Based on his evaluation, he will recommend whether the entire pump, pump motor, or controls should be replaced, or if maintenance is required.

The electrician’s recommendations will be reflected in the design plans.

**Task 1.4 - Evaluation of Leachate Sump Pump Electrical Wiring**

While the electrician is evaluating the leachate sump pumps, he will also evaluate the sump pump wiring. The cause of a non-operating pump could be the pump wiring. The voltage and current delivery will be measured. High voltage drops or current draws could indicate damaged wiring that needs to be repaired or replaced to improve pump operation.

The electrician’s recommendations will be reflected in the design plans.

**Task 1.5 - Evaluation of Groundwater Monitoring Well Surface Completions**

Groundwater monitoring wells are located along the landfill perimeter. We will evaluate the groundwater monitoring wells surface completions to determine if any improvements or modifications may be necessary to make the wells less noticeable or less potentially subject to damage.

**Task 1 Deliverables:** Technical memorandum summarizing the results of the design development tasks.

**Task 2 – Regulatory Agency Liaison**

The landfill is governed by regulations contained in Title 27, which is administered by the San Mateo County Health Department, Environmental Health Services Division acting as the local enforcement agency (LEA) and San Francisco Bay Regional Water Quality Control Board (RWQCB), and Title 17 and Rule 8-34 administered by the Bay Area Air Quality Management District (BAAQMD). Additionally, the landfill operates consistent with Waste Discharge Requirements contained in RWQCB Order No. 97-073 and BAAQMD Permit to Operate 17478.

Based on our review of the Permit to Operate, an Authority to Construct will be required to decommission LFG collection wells. Golder will prepare the Authority to Construct application for City review before submittal to BAAQMD. We assume any application fee will be paid by the City.
We will prepare notifications to the RWQCB of the proposed remedial grading and to the LEA of the proposed remedial grading to improve drainage and modifications to the LFG collection system.

During this task, we will review all major work items before they are initiated to determine if there are any regulatory or permit implications. If we believe there may be regulatory or permit implications, we will notify the City and incorporate any necessary modifications in the upcoming work.

Task 2 Deliverables: Draft and final Authority to Construct application, draft and final Permit to Operate application, draft and final notifications to the RWQCB and LEA

Task 3 – Conceptual Layout and Design

Task 3.1 – LFG Collection System Modifications

The proposed LFG collection system modification design includes reviewing the test results and available recent LFG collection system data to identify modification of LFG extraction well and piping locations to improve LFG collection operations throughout the landfill. Golder will complete review of the design and recent operational information provided by the City. Golder will summarize the proposed dual leachate and LFG collection well locations and piping modifications in conceptual design drawings. These drawings will be based on our review and use of the following:

- Well monitoring and surface emissions monitoring data and operator information
- Leachate levels and current effective depth of existing LFG extraction well casings
- Condensate and leachate collection and recovery system (LCRS) as-built drawings
- As-built plans of the existing GCCS and other underground facilities

Golder will provide a conceptual layout of the proposed well and piping modifications as the basis for discussion of design, construction, and operating issues with City. The conceptual layout will be based on the latest available field survey conditions. The conceptual layout will include:

- Proposed decommissioning of existing inoperable LFG extraction wells
- Proposed dual leachate and LFG collection wells with pump installation
- Compressed air supply lines and leachate discharge piping for dual wells
- Header and lateral HDPE piping replacement and realignments
- Road/bench crossing encasements (if required)
- LFG header tie-in locations and details (integrated with existing header/sub-header)
- Pipe sizes, grades, and other material notes

Task 3.2 – Leachate Extraction System Modifications

Based on the results of the design development tasks, leachate sump and piping components to be repaired or replaced will be indicated on the conceptual layout. Components to be included are:

- Sump pumps
- Pump motors
- Electrical wiring
- Transducers, level sensors, timers
Following submittal of the conceptual layout, we propose a meeting with City staff to review the conceptual layout. The conclusions of the review meeting will be incorporated in the construction drawings.

**Task 3 Deliverables:** Conceptual layout, details in digital (PDF) format

**Task 4 – Construction Drawings and Specifications**

The scope of work for this task includes developing the approved conceptual layout to bid/construction level drawings and specifications for the leachate and LFG collection systems modifications. The drawings and specifications will be finalized to reflect review comments received from the City. We will incorporate mutually-agreed-to revisions based on two cycles of review comments to be compiled by the City.

We assume the City will provide a recent site topographic map for use in preparing the construction drawings.

**Task 4.1 – Construction Drawings**

Golder anticipates preparing construction drawings to include:

- Existing conditions and decommissioning plan
- Plan sheet(s) showing piping system design layouts and connection points with survey points list and other information to enable proper staking, grade checking, and construction
- Piping plan and profile sheets for LFG headers and sub-headers
- Landfill gas well and piping connection and decommissioning details, e.g. low-flow wellheads, dual extraction wellheads, orifice flow meters, well borehole seals, flexible wellhead connections, access to sound casings
- Condensate sump installation and leachate well connection details
- Pneumatic auto-pump manifolds and controls
- Upgraded air compressor, if needed
- Valve, clean-out, and vault installation details
- Sump pumps, wiring, and controls
- Leachate pipe manifolds, basket strainers, and pipe anchors
- Valved sample ports
- Leachate flow meters
- Vault clean-out, repair, regrading
- Groundwater monitoring well surface completion modifications, as needed
- Final cover regrading and drainage improvements
- Final cover restoration details, including gravel trail or paved road crossings
- Painting
City comments shall be provided as red-line markups. Golder will revise the draft construction drawings to incorporate construction phasing and one set of mutually agreed upon revisions, as provided by the City reviewers. The final construction drawings will be suitable for implementation phasing, survey staking, agency review, final material quantities estimation, and bidding and completion of construction by experienced landfill construction contractors. The final construction drawings shall be reviewed and approved by the City before issuing for bid or construction. All final Golder construction drawing sets will be signed and sealed by a California-registered engineer.

**Task 4.2 – Construction Specifications**

Concurrent with preparation of the construction drawings, Golder will provide draft and final technical specifications. Golder will include sole-source products and suppliers, and owner-provided materials as requested by the City. Golder anticipates providing the following specification sections (at a minimum) in Contract Specifications Institute (CSI) format:

- **General Requirements**
  - Measurement and Payment
  - Mobilization/Demobilization
  - Protection of Facilities and Controls, including integration of BBP requirements and conditions
  - Health and Safety
  - Equipment Testing and Start-up

- **Decommissioning**

- **Earthwork and Trenching**

- **Final Cover and Landscape Restoration consistent with BBP requirements**

- **Landfill Gas Extraction Wells and Wellheads**

- **Condensate Sump and Pump**

- **Leachate Collection System**

- **Compressed Air Supply Equipment**

- **Piping, Valves, Sample Ports, and Vaults**

- **Basic Electrical Requirements**

The leachate collection system construction specifications would typically include the following:

- **Recommended pump size, required appurtenances, and air requirements**
  - Dual LFG/leachate extraction wellhead and downhole hose, tubing or cables
  - Flow meter or air stroke counter
  - Pump connection details with fittings, isolation valves, sample ports, etc.

- **Air and leachate piping material and size specifications for approved LCRS design capacities**
  - Provisions for protecting buried and exposed air and leachate pipe from damage
- Pipe trenching and utility clearance information
- Trail, road, and/or pavement replacement details
- Sizing and specification of air supply compressor and appurtenances for approved LCRS design capacities
- Air filtration and cooling equipment units
- Electrical power supply

**Task 4.3 - Engineers’ Cost Opinion:**

Golder will submit an engineer’s cost opinion for the anticipated improvements construction. A preliminary material quantity take-off and budgetary estimate will be provided with the draft construction drawings and specification. Golder will receive and incorporate detailed City review comments on the draft deliverables as discussed above. Golder will submit the final engineers’ cost opinion in both detailed material take-off and construction bid format.

**Task 4 Deliverables:** Construction drawings (60%, 90%, final), construction specifications (60%, 90%, final), MTO, engineer’s cost estimate and bid form will be provided in digital (PDF) format, and one (1) digital copy of the drawings in AutoCAD 2019™ format will be provided.

**Task 5 - Engineering Support During Bidding**

Golder will provide continuing engineering support to the City during bidding. Golder’s anticipated level of involvement during construction is expected to include:

- Attend pre-bid meeting
- Respond to bidder RFIs
- Prepare bid addenda, as necessary
- Review submitted bids

**Task 5 Deliverables:** Pre-bid meeting minutes, draft and final RFI responses, draft and final bid addenda

**Task 6 – Construction Monitoring**

This task consists of providing construction quality assurance (CQA) services for the leachate and LFG collection and control systems modifications. In estimating the cost for Construction Monitoring, we assumed a full-time construction monitor for the estimated 4-month construction period. If we determine that a full-time construction monitor is not required, we will reduce the monitoring time.

Golder proposes to provide the following CQA services for the project:

- Preparation of a Health and Safety Plan to address Golder staff
- Attend pre-construction meeting
- Daily observation of leachate and LFG collection and control systems modifications
- Documentation of contractor activities
- Facilitate communication between the City, construction contractor, and Golder’s design team
- Observation of the completed LFG well and leachate sump modifications, and piping
Observation of acceptance testing of dual leachate and LFG collection wells, condensate auto-pumps, and leachate sump pumps

Preparation of a final CQA report including well installation logs and as-built survey (by others)

**Task 6 Deliverables:** A draft copy of the CQA report will be submitted in PDF format for the City’s review within 10 working days after the as-built survey has been received. The final document will include any mutually agreed upon corrections or revisions.

**Task 7 – Construction Management**

During and after construction Golder will provide the following services as requested by the City:

- Golder will attend and conduct the pre-construction meeting at the site. Prior to the meeting, Golder will prepare a meeting agenda.
- Golder will review contractor submittals as required in the technical specifications for the project and recommend the City’s approval or disapproval.
- Golder will review and respond to contractor RFIs, as requested by the City, concerning project site conditions and clarification of the plans and specifications.
- Golder will review any change orders proposed by the contractor and make recommendations to the City.
- Golder will prepare any amendments to the plans or specifications required as a result of site conditions differing from what is presented or change orders.
- Golder will review and provide opinions related to schedule, payments, construction progress, quantities, material suitability, and other aspects of the project construction.
- Golder will review progress payment requests submitted by the contractor.
- Golder will review and sign as-built plans as prepared by the contractor’s surveyor.
- Golder’s project manager or designated staff will attend non-routine meetings to discuss the project or resolve discrepancies.
- Golder will coordinate with APTIM regarding Golder’s field activities, project progress, and timing for retuning the collection system and flare.

**Task 7 Deliverables:** Pre-construction meeting minutes, draft and final recommendations regarding contractor submittals, draft and final RFI responses, draft and final change orders, draft and final payment requests.

**Task 8 – Project Management**

Golder’s standard project management and quality control approaches and tools are described in this section. The technical lead for this project will also provide day-to-day project and task management. Per the RFP, the Golder project manager will also coordinate and attend all meetings with the City and agencies, make periodic site visits as requested by the City, and assist with bid package preparation and QA/QC. Other typical Golder project management activities include project set-up, resource coordination, scheduling, and tracking; contracts management; and client invoicing. Golder project directors and senior technical reviewers are also senior project managers and can assist with these functions whenever requested.

Golder provides a comprehensive approach to project management services for all projects. We recognize that project success is equally dependent on effective project management and technical excellence. Golder has proposed an experienced project management team to work on this project, backed up by corporate commitment and senior management oversight to ensure the long-term...
success of the work. This section describes our approach to managing the project scope, schedule, budget, and communications to comply with City benchmarks and performance standards.

Golder follows a ‘no surprise’ approach to project management which is based on strong project controls, reporting, and, most importantly, frequent communications and direction in all aspects of the project, led and facilitated by Golder’s project manager. This communication and collaboration are vitally important to meeting the budget and schedule expectations of the City. Goals of this management approach are to submit quality products within time and budget constraints, to commit qualified staff and resources with continuity on specific tasks, to use subcontractors when and where most effective and efficient, and to use cost-effective technical approaches and recommendations. Golder will manage the various elements of the project using the following components:

- Communications
- Cost, Schedule, and Performance Benchmarks
- Subcontractor Management
- Quality Assurance/Document Control

Frequent communication between the City and the Golder project manager is essential in maintaining adherence to scope, budget, and schedule as well as quality. Golder encourages project managers to maintain frequent client contact when a question or issue must be resolved or transmitted to the client. At the client’s request, and depending upon the project, Golder will often set up a weekly or bi-weekly call with the client and key team members to discuss project status and to identify potential scope, budget and schedule issues.

Cost and schedule information will be routinely communicated to the City through monthly progress reports and more frequent, informal conference calls as needed. Any schedule or budget variances, along with the corrective actions taken as a result, will be described in this monthly progress report for the month in which they occur. If variances from the project schedule or budget are identified, they will be reported to the City Project Manager and the need for corrective action will be assessed and appropriate measures taken to address the variances.

Golder anticipates utilizing and overseeing subcontractors in support of certain tasks for this project. All Golder subcontractors must meet strict HSE criteria that are updated annually to monitor compliance.

All field procedures, document control/review procedures, design and reporting, and administrative tasks are quality controlled through standardized procedures that provide for repeatable and traceable project activities. All technical work is formally reviewed by an individual of C5 level or higher, who is at least as qualified in the subject as the originator. Calculations are checked and spreadsheets verified. Reviews are documented on appropriate forms and final deliverables require the approval of the Project Director.

All Golder project management and activities first consider health, safety, and the environment (HSE). The Golder HSE policies, requirements and tools will be implemented for all BBPL project tasks. As a company, we are on a journey towards an interdependent culture built on trust, teamwork and ownership of our HSE Management System by all employees. Project directors and managers are responsible for carrying out HSE plans on our clients’ projects, consistent with Golder’s objectives and standards. Employees in all parts of the company are responsible for complying with HSE standards; participating in activities to improve safety and environmental sustainability; using, caring for and maintaining their personal protective equipment; and reporting hazardous and unhealthy working
conditions and incidents to their supervisor, Office Health and Safety Coordinator, Office Manager, or Region Managing Principal. All employees have the right and responsibility to refuse to perform work that they feel is unsafe.

3.0 PROJECT STAFF

Key project staff are identified below. They will be supported by other Golder staff.

Full resumes for Richard Haughey, Steve Nguyen, and Brian Gulewich are available upon request.

Richard Haughey, PE – Project Director

Rich provides project management services related to civil and environmental engineering projects in support of Golder's solid waste practice and other market sectors. He is a registered professional civil engineer with more than 45 years of experience in solid waste management, and environmental planning and permitting. His specific experience includes solid waste management planning, facility siting, design, permitting, construction, operations, closure, LFG recovery, landfill monitoring and remediation, and landfill end-use development.

Project experience that is relevant to this project includes landfill end-use development, including recreational and commercial uses; landfill gas development and utilization; and financial analysis. He has worked on projects at many bayfront landfills, including East Third Avenue Landfill, Palo Alto Landfill, Sunnyvale Landfill, Santa Clara Landfill; Highway 237 Landfill, Zanker Road Resource Recovery Operation and Landfill, and Tri-Cities Recycling and Disposal Facility. Additionally, Richard oversaw the initial closure and development of Shoreline Park in Mountain View.

Steve Nguyen, PE – Project Manager

Steve is a Professional Engineer and has provided LFG services to MSW landfills for over 17 years. His experience includes all aspects of LFG projects, including LFG migration assessment, all phases of design (preliminary through construction plans), technical specifications, permitting, CQA, GCCS installation and start-up, monitoring, and GCCS O&M. Steve also designs, operates and maintains LCRS systems, including power supplies, pumps, conveyance piping, pretreatment and storage components. He is also responsible for project management and oversight, including development and review of project scope, schedule, budgets, HSE, quality control, data analysis, personnel, and client and regulatory liaison.

Steve recently completed the design of repairs for the Neal Road Landfill LFG collection system that was significantly damaged by the Camp Fire. The repair design was similar to the BBPL project due to the need to determine what components could be utilized or repaired, and what components had to be replaced. Steve was also involved in the repair construction.

Andrew Wang, PE – Project Design

Andy has provided professional LFG and LCRS engineering services to California landfill clients for over 35 years. These services include facility assessment; siting, planning, permitting, engineering, and procurement of GCCS and LCRS; construction management and quality assurance; LFG energy utilization studies; site monitoring and characterization; and system operations and maintenance. Andy has also prepared LCRS designs for many landfills using base containment sumps, vertical extraction wells, and perimeter dewatering trenches. These LCRS designs specified both pneumatic and electrical pumping systems, typically discharging to storage tanks or a sanitary sewer connection.
Andy will support Steve Nguyen during design development, regulatory agency liaison, conceptual layout and design, and preparation of construction drawings and specifications.

**Brian Gulewich, EIT – Construction Manager**

Brian Gulewich is a civil engineer with experience performing project management, construction management, and construction quality assurance (CQA) services, at municipal solid waste (MSW) landfills, mine sites and power plants. General responsibilities include: landfill grading design, drainage design, construction and project oversight, CQA for geomembrane and leachate collection systems installation, in-situ nuclear density testing, concrete testing, soils sampling and soils testing. Brian has BS degrees in both civil engineering and construction management.

**Kris Johnson, PG, CEG – Senior Technical Review**

Kris is a geology practice leader responsible for conducting and managing hydrogeologic and engineering geologic projects for landfill, mine, and industrial sites. He is responsible for client development, project management, and communicating with regulatory agencies. He has primary expertise in regulatory compliance and water quality issues at solid waste sites, and the implementation of detection monitoring, evaluation monitoring, and corrective actions. Kris' project experience includes evaluating LFG impacts to groundwater at several MSW landfills; developing perimeter LFG migration monitoring plans for active and closed landfills, including one of the first alternative siting approvals from the regulatory agency; managing operation and maintenance (O&M) of landfill leachate extraction systems, including installation of pressure transducers to monitor leachate levels and evaluations of pumping systems to optimize leachate removal; and managing LFG extraction system operation, maintenance, and compliance reporting programs for several Northern California landfills.

Kris will provide senior technical review throughout the project.

### 4.0 SCHEDULE

Golder will begin work upon receiving written authorization to proceed from the City. Following the authorization to proceed, Golder will coordinate a kick-off meeting with City staff. The purpose of the kick-off meeting, in part, will be to clarify any questions concerning the scope of work and schedule.

A preliminary project schedule is attached. We assumed a mid-October start date. The design development tasks are expected to take about two months. Following the completion of the design development tasks, we would move into the conceptual layout and then the construction drawings and specifications. We anticipate going out to bid in April 2021. Assuming 4 months for construction, the leachate and LFG collection and controls systems modifications would be complete in October 2021.

### 5.0 BUDGET ESTIMATE

Golder proposes to complete the scope of services described above for an estimated fee of $323,304 (see Labor and Cost Estimate table below). We will bill the City on a time and expenses basis and will not exceed our estimate without your prior approval. Our work will be performed in accordance with Golder’s Professional Services Agreement (PSA) with the City (August 2019) and the 2020 rate schedule. The estimated cost and proposed scope of work are based on information available to Golder at this time. If conditions change, unforeseen circumstances are encountered, additional work is necessary, or work efforts are redirected, the budget estimate may require modification. Your written authorization will be required before any additional work is performed.

This proposal has taken into consideration certain efforts required due to the COVID-19 pandemic, but it is acknowledged that the full impacts of the COVID-19 pandemic are still not apparent. The proposed
scope of services, cost and schedule do not consider additional potential impacts caused by COVID-19, beyond what has been described in the proposal. Any adjustments required due to any additional impacts to accommodate COVID-19 related concerns (including but not limited to, additional travel restrictions, delays, economic interruption, supply chain issues, or any governmental guidance) will require an equitable adjustment in scope, schedule and cost.

### LABOR AND COST ESTIMATE

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>Estimated Hours</th>
<th>Labor Cost ($)</th>
<th>ODC ($)</th>
<th>Estimated Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design Development</td>
<td>218</td>
<td>29,726</td>
<td>40,316</td>
<td>70,042</td>
</tr>
<tr>
<td>2</td>
<td>Regulatory Agency Liaison</td>
<td>42</td>
<td>7,868</td>
<td>393</td>
<td>8,261</td>
</tr>
<tr>
<td>3</td>
<td>Conceptual Layout and Design</td>
<td>154</td>
<td>22,290</td>
<td>39,615</td>
<td>61,905</td>
</tr>
<tr>
<td>4</td>
<td>Construction Drawings and Specifications</td>
<td>219</td>
<td>36,548</td>
<td>1,827</td>
<td>38,375</td>
</tr>
<tr>
<td>5</td>
<td>Services During Bidding</td>
<td>29</td>
<td>4,990</td>
<td>250</td>
<td>5,240</td>
</tr>
<tr>
<td>6</td>
<td>Construction Monitoring</td>
<td>403</td>
<td>55,142</td>
<td>9,426</td>
<td>61,314</td>
</tr>
<tr>
<td>7</td>
<td>Construction Management</td>
<td>119</td>
<td>20,808</td>
<td>1,040</td>
<td>21,848</td>
</tr>
<tr>
<td>8</td>
<td>Project Management</td>
<td>293</td>
<td>49,092</td>
<td>3,972</td>
<td>53,064</td>
</tr>
<tr>
<td></td>
<td><strong>Total Project Estimate:</strong></td>
<td><strong>1,477</strong></td>
<td><strong>$226,464</strong></td>
<td><strong>$96,840</strong></td>
<td><strong>$323,304</strong></td>
</tr>
</tbody>
</table>

### 6.0 ASSUMPTIONS AND CONTINGENCIES

The proposed scope of work and budget estimate are based on information currently accessible to Golder and on any assumptions stated above and as follows:

- Golder will coordinate field activities with and communicate project progress to APTIM.
- This scope of work does not include investigation or design of flare station and related equipment.
- Design, permitting or field investigation for utility crossings or easements are not included in this scope of work.
- The cost estimate includes up to five days of a backhoe and operator to pothole existing piping.
- The cost estimate includes up to 5 days of surveyor time to provide elevations of exposed piping and other system components and design surveying. Construction surveying will be performed by a surveyor employed by the contractor.
This project is subject to California Prevailing Wage Law and requires compliance with California Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815, and Wage Determinations.

The backhoe operator and surveyor will be subject to prevailing wage rates. Our cost estimate is based on the backhoe operator and surveyor working no more than 8 hours per day. Work in excess of 8 hours per day will be subject to overtime rates, which is not included in our estimated cost.

The electrician will be on site for up to 80 hours to inspect and evaluate the leachate sump pumps, pump motors, controls, and wiring. It is Golder’s opinion that the electrician’s work would not be applicable to prevailing wage rates. If the City does not agree with this, please let us know.

The City will provide a recent topographic base map in CAD format to be used for design.

The estimated cost for Construction Monitoring is based on a part-time construction monitor for the estimated 4-month construction period and an average of 20 hours per week. The construction monitor will monitor work related to the landfill gas collection system and leachate collection system modifications/improvements.

The City will perform construction monitoring related to earthwork.

The estimated cost for Construction Management is based on an average of 4 hours per week for the estimated 4-month construction period.

The estimated cost for Project Management is based on an average of 4 hours per week for the estimated 12 month project period plus 12 meetings.

Any permit application fees will be paid by the City.

Regulatory compliance correspondence is not included in this scope of work, unless otherwise stated. Golder will not communicate with regulators about this project without the prior permission of the City. We will not be responsible for any fines or taxes levied on the City for failure to comply with applicable regulations or meet compliance schedules, due to circumstances beyond our control.

Stormwater pollution prevention and traffic control plans are not included in this scope of work.

We look forward to continuing our relationship with the City and working together on this project. If you have any questions or need additional information, please contact the undersigned.

Best Regards,

Golder Associates Inc.

Steve Nguyen, PE
Project Manager

Kris Johnson, PG, CEG
Associate/Practice Leader
CC: Eric Hinkley, City of Menlo Park
    Steve Nguyen, Golder Associates Inc.
    Richard Haughey, Golder Associates Inc.

Attachments: Preliminary Project Schedule
            2020 Professional Rate Schedule
Invoices from Golder 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.

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:

<table>
<thead>
<tr>
<th>ENGINES AND SCIENTISTS</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LV1 Engineer/Scientist</td>
<td>$109.00</td>
</tr>
<tr>
<td>LV2 Staff Engineer/Scientist</td>
<td>$120.00</td>
</tr>
<tr>
<td>LV3 Project Engineer/Scientist</td>
<td>$140.00</td>
</tr>
<tr>
<td>LV4 Senior Project Engineer/Scientist</td>
<td>$156.00</td>
</tr>
<tr>
<td>LV5 Senior Engineer/Scientist</td>
<td>$187.00</td>
</tr>
<tr>
<td>LV6 Senior Consultant</td>
<td>$229.00</td>
</tr>
<tr>
<td>LV7 Practice/Program Leader</td>
<td>$250.00</td>
</tr>
<tr>
<td>LV8 Senior Practice/Program Leader</td>
<td>$270.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TECHNICIANS</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT1 Technician</td>
<td>$81.00</td>
</tr>
<tr>
<td>LT2 Staff Technician</td>
<td>$114.00</td>
</tr>
<tr>
<td>LT3 Senior Staff Technician I</td>
<td>$120.00</td>
</tr>
<tr>
<td>LT4 Senior Staff Technician II</td>
<td>$130.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DRAFTING/DIGITAL DESIGN</th>
<th>RATE</th>
<th>ADMINISTRATIVE SUPPORT</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LD1 Draftsperson</td>
<td>$88.00</td>
<td>LA1 Admin Support</td>
<td>$73.00</td>
</tr>
<tr>
<td>LD2 Staff Draftsperson I</td>
<td>$99.00</td>
<td>LA2 Staff Admin Support</td>
<td>$83.00</td>
</tr>
<tr>
<td>LD3 Staff Draftsperson II</td>
<td>$125.00</td>
<td>LA3 Senior Admin Support</td>
<td>$98.00</td>
</tr>
<tr>
<td>LD4 Senior Staff Draftsperson</td>
<td>$135.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

The above rates are subject to revision.

1 A 5% charge will be added to the total labor fees to cover all incidental office disbursements, including production of color and b/w working documents, the production of 3 sets of drawings/documents, as well as associated communication charges (excluding satellite phones). Reproduction of additional copies and drawings/documents will be at cost plus the required time charges.

2 A 10% carrying charge will be added to all other disbursements including materials, subcontractor costs, drilling or excavation services and use of external laboratory services.

3 Rates for specialist services, including but not limited to litigation support: expert witness, including time spent in depositions and the preparation and presentations of testimony; and/or senior level consultation, and priority emergency level services are available upon request.

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

5 The rates and charges listed above exclude applicable local and federal taxes. Taxes will appear as a separate line item on each invoice.

Golder Associates Inc.
2020_rate schedule western us business unit
AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND GOLDER ASSOCIATES, INC.

THIS FIRST AMENDMENT is made and entered into this 7/2/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and GOLDER ASSOCIATES, INC., hereinafter referred to as “FIRST PARTY.”

1. Pursuant to Section 24. TERM OF AGREEMENT of Agreement No. 2756, (“Agreement”), Section 24. TERM OF AGREEMENT [amendment to section] to read as follows:

“This agreement shall remain in effect for the period of September 2, 2019 through June 30, 2021 unless extended, amended, or terminated in writing by CITY.”

Except as modified by this Amendment, all other terms and conditions of Agreement No. 2756 remain the same.

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

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Kris Johnson

Signature

Printed name

Tax ID#

7/2/2020

Date

Associate

Title

APPROVED AS TO FORM:

Cara E. Silver

7/2/2020

Date

Cara E. Silver, Interim City Attorney

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson

7/2/2020

Date

Starla Jerome-Robinson, City Manager

ATTEST:

Judi A. Herren, City Clerk

7/2/2020

Date
PROFESSIONAL SERVICES AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND GOLDER ASSOCIATES, INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this 14th day of
September, 2022, by and between the CITY OF MENLO PARK, a Municipal
Corporation, hereinafter referred to as "CITY," and GOLDER ASSOCIATES, INC., hereinafter referred
to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in
connection with that certain project called: Bedwell Landfill Improvements

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby
undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND
CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed scope and schedule for the various services required pursuant to this
agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the
progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A."
Neither party shall hold the other responsible for damages or delay in performance caused by acts of
God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's
employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY.
The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used
herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver
to CITY all project related files, records, and materials within one month after completion of all of
FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will
complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A,
Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $56,300 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed does not meet the requirements of this agreement.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work Scope of services.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY. Should CITY dispute or disallow any portion of FIRST PARTY’S invoice, CITY shall immediately inform FIRST PARTY of such and work FIRST PARTY to resolve any such disputed charge.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.
7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession under similar conditions in the same locality. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I. C. Murphy  
Public Works  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6740  
nmmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Andy Wang

[Redacted]

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, and employees from all claims, suits or actions that are caused by the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' prior notice must be given, in writing, to the CITY, at the address shown in Section 9, prior to any pending cancellation of the policy. FIRST PARTY shall notify the CITY of any material change to the policy which is defined herein to mean a reduction in the limits of liability by endorsement, a change in the deductible per claim or the addition of exclusions to the policy. All certificates shall be filed with the City.

1. Workers' compensation and employer's liability insurance:
   The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18616 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability Insurance:
   The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional liability insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, and agents, employees shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, and its subsidiary agencies, and their officers, agents, and employees, shall be primary insurance to the full limits of liability of the policy, but only as it relates to FIRST PARTY's performance under this Agreement, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, upon written notice to FIRST PARTY immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
E. FIRST PARTY shall be solely responsible for any deductibles or self-insured retentions applicable to the policies required herein

12. PAYMENT OF PERMITS/LICENSES

FIRST PARTY shall obtain any license, permit, or approval if necessary from any agency whatsoever in order for the FIRST PARTY to operate, at his/her own expense, before commencement of said work/services.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations. Upon receipt of such notice, FIRST PARTY shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and
2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," ‘Dispute Resolution’ attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of September 2, 2019 through June 30, 2020 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

Printed name

Tax ID#

Date

Principal / Vice-President

Title

APPROVED AS TO FORM:

Date

William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

Date

Starla Jerome-Robinson, City Manager

ATTEST:

Date

Judi A. Herren, City Clerk
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide consultant services set forth in Exhibit A-1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and the terms of this Agreement.

A2. COMPENSATION

CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $56,300 as described in Exhibit A, Scope of Services. This compensation shall be based on the rates described in Exhibit A. All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such amount as approved by CITY. As each payment is due, FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. Payment shall be for the invoice amount or such other amount as approved by the CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:
- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Deputy City Manager.
A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.
<table>
<thead>
<tr>
<th>Work Breakdown Description</th>
<th>Labor Rate</th>
<th>Office Rate</th>
<th>GDCS</th>
<th>Task Total</th>
<th>Labor Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review &amp; Update GCCS Evaluation Results</td>
<td>$ 11,323</td>
<td>$ 561</td>
<td>$ -</td>
<td>$ 21,786</td>
<td>65</td>
</tr>
<tr>
<td>Facility project kickoff meeting</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Review &amp; update background info</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Request background information</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Review &amp; summarize ARARs</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prioritize regulatory compliance concerns</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Obtain current G LCS O&amp;M history</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Review firm operations / system data</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Analyze well maintenance level / treatment</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Review well data with scarescape index analysis</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Summarize &amp; prioritize 2010 report conclusion</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Perform evaluations</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Update LFG generation model &amp; apply</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate available GCCS LFG flow increases</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Define required improvements for compliance</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepare GCCS integration 3D model (optional)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate existing GCCS useful life</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Summarize potential impacts of BHP Master Plan</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate GCCS O&amp;M costs</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate piping &amp; cost-effectiveness</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Identify sensitivity and risk factors</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepare draft GCCS early review synposis</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Summarize conclusions &amp; recommendations</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepare draft final evaluation report addendum</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10 EGPP Benefit Use Cost / Benefit Analyses</td>
<td>$ 7,140</td>
<td>$ 372</td>
<td>$ -</td>
<td>$ 7,512</td>
<td>40</td>
</tr>
<tr>
<td>Review / update background info</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Plan background information &amp; constraints</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prioritize regulatory compliance concerns</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Plan potential impacts of BHP Master Plan</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Summarize &amp; prioritize 2010 report issues</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepare cost / benefit analysis for up to 3 options</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Apply updated LFG generation result</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Define maximum fuel requirements</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Define minimum project lifespan</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate energy facility capital &amp; O&amp;M costs</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate additional GCCS O&amp;M costs</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate additional GCCS piping costs</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Defuse probability of rain</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Analyze leachate evaporation (optional)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Identify sensitivity and risk factors</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepare draft &amp; final evaluation report addendum</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepare draft 2010 evaluation review synposis</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Summarize conclusions &amp; recommendations</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>15 Evaluate LCBS Performance &amp; Effectiveness</td>
<td>$ 28,880</td>
<td>$ 1,690</td>
<td>$ 910</td>
<td>$ 30,480</td>
<td>197</td>
</tr>
<tr>
<td>Background info review / analysis</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Review &amp; summarize ARARs</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prioritize regulatory compliance concerns</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Obtain current G LCS O&amp;M history</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Review GW monitoring history</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Analyze leachate levels / diagnosis</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Review leachate compliance data</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Review or hypothesis conceptual site model</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepare &amp; coordinate LCS inspection work plan</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Confirm City gas (keep, replace, supplement)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prioritize test requests (visual, mechanical, electrical)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Field inspection &amp; performance testing (USE plan)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Update component locations</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Inspect &amp; test pump, control, fluorometers (6d, 2 ins)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Pull pump for inspection</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Video scan pumps and tires (if possible)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Inspect sewer discharge / fluorometer</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Log 48 hr influent, effluent, rate, &amp; filterable, if applicable</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Complete component inspection forms</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Recommend electrical testing, if applicable</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Perform evaluations</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Compare actual baseline to optimal performance</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate remaining existing LCBS useful life</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate costs for planned performance improvements</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate potential impact of BHP Master Plan</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Estimate LCBS O&amp;M costs</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Analyze cost-effectiveness of incremental improvements</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepare draft &amp; final evaluation report</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Describe conceptual site model, ultimate control objectives</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepare updated LCBS component report</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Summarize system performance deficiencies</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Summarize analysis performed &amp; results</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Summarize piping &amp; cost-effectiveness</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Summarize conclusions &amp; recommendations</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**EXHIBIT A-1**
## Detailed Proposal Estimate

**Bedwell Bayfront Park Landfill: Evaluate GCCS & LCRS**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Labor Category</th>
<th>Labor Rate</th>
<th>Subtotal Labor</th>
<th>Office For %</th>
<th>OGC's</th>
<th>Task Totals</th>
<th>Labor Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Preparation of Construction Documents and Cost Estimates</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare Conceptual Design Basis</td>
<td>SR/Eng.</td>
<td>$100</td>
<td>$100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specify existing components and decommissioning criteria</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare new LFG wells</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specify LFG wellhead and vault replacements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specify LFG pipe and valve replacements criteria</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparing LFG collection retrofit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leak detection and forensic replacement criteria</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SRF site monitoring facilities improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare Conceptual Improvements Plan (PDF required)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integrate client review comments and resolution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conduct field survey for construction site</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare Conceptual Plan in CAD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare conceptual well drilling schedule</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare GCCS excavation 3D model (optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design review meeting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare Permit PA&amp;E (preliminary)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary plans drafting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LFG header plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leachate piping plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard details drawings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare technical specifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare MTO &amp; budgetary cost opinion</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design review meeting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare Construction PA&amp;E (IFS &amp; IFC)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft &amp; final header plan and profile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft &amp; final air supply (compressed gas) details</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft &amp; final standard details drawings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft &amp; final well schedule (IFS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft &amp; final MTO &amp; cost opinion</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft &amp; final tech specs &amp; bid items</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design review meeting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft &amp; final construction phasing break-out</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Project Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract/project set-up / HSE plans</td>
<td></td>
<td></td>
<td>$570</td>
<td></td>
<td></td>
<td>$570</td>
<td></td>
</tr>
<tr>
<td>10% Task 1% PM @ 10% of staff hours</td>
<td></td>
<td></td>
<td>$1,000</td>
<td></td>
<td></td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>10% Task 1% PM @ 10% of staff hours</td>
<td></td>
<td></td>
<td>$2,000</td>
<td></td>
<td></td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>10% Task 1% PM @ 10% of staff hours</td>
<td></td>
<td></td>
<td>$3,000</td>
<td></td>
<td></td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td>10% Task 1% PM @ 10% of staff hours</td>
<td></td>
<td></td>
<td>$4,000</td>
<td></td>
<td></td>
<td>$4,000</td>
<td></td>
</tr>
<tr>
<td><strong>Construction Administration</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preclearing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Respond to RFQs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Addenda assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid response assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preconstruction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-construction kick-off &amp; site work</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post-survey well schedule IFC revisions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post-survey piping plan / profile revisions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review Customer submittals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Respond to RFQs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receive site visits / construction meetings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction close-out</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction observations report</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walk-through / sign-up punch list</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Record drawings, draft &amp; final</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Costs</strong></td>
<td></td>
<td></td>
<td>$4,180</td>
<td></td>
<td></td>
<td>$4,180</td>
<td></td>
</tr>
</tbody>
</table>

**Proposed Budget, call #:** $56,300
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:

<table>
<thead>
<tr>
<th>Billing Level</th>
<th>Personnel Category</th>
<th>Hourly Rate (U.S.$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Admin Support</td>
<td>$70.00</td>
</tr>
<tr>
<td>B2</td>
<td>Staff Admin Support</td>
<td>$80.00</td>
</tr>
<tr>
<td>B3</td>
<td>Senior Admin Support</td>
<td>$90.00</td>
</tr>
<tr>
<td>T1</td>
<td>Technician</td>
<td>$75.00</td>
</tr>
<tr>
<td>T2</td>
<td>Staff Technician</td>
<td>$110.00</td>
</tr>
<tr>
<td>T3</td>
<td>Senior Technician</td>
<td>$115.00</td>
</tr>
<tr>
<td>T4</td>
<td>Senior Technician</td>
<td>$125.00</td>
</tr>
<tr>
<td>D1</td>
<td>Draftsperson</td>
<td>$85.00</td>
</tr>
<tr>
<td>D2</td>
<td>Staff Draftsperson</td>
<td>$95.00</td>
</tr>
<tr>
<td>D3</td>
<td>Senior Draftsperson</td>
<td>$120.00</td>
</tr>
<tr>
<td>D4</td>
<td>Senior Draftsperson</td>
<td>$130.00</td>
</tr>
<tr>
<td>C1</td>
<td>Engineer/Scientist</td>
<td>$105.00</td>
</tr>
<tr>
<td>C2</td>
<td>Staff Engineer/Scientist</td>
<td>$115.00</td>
</tr>
<tr>
<td>C3</td>
<td>Project Engineer/Scientist</td>
<td>$135.00</td>
</tr>
<tr>
<td>C4</td>
<td>Senior Project Engineer/Scientist</td>
<td>$150.00</td>
</tr>
<tr>
<td>C5</td>
<td>Senior Engineer/Scientist</td>
<td>$160.00</td>
</tr>
<tr>
<td>C6</td>
<td>Senior Consultant</td>
<td>$220.00</td>
</tr>
<tr>
<td>C7</td>
<td>Practice/Program Leader</td>
<td>$240.00</td>
</tr>
<tr>
<td>C8</td>
<td>Sr. Practice/Program Leader</td>
<td>$260.00</td>
</tr>
</tbody>
</table>

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 10%.

An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable and customary in-house photocopying will be billed at a minimum of 5% of the total labor fees. The Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. These services will be billed at the following rates:

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD/GIS Computers</td>
<td>$20/hour</td>
</tr>
<tr>
<td>Color Photocopies (8.5x11 size)</td>
<td>$0.08/page</td>
</tr>
<tr>
<td>Color Photocopies (11x17 size)</td>
<td>$0.16/page</td>
</tr>
<tr>
<td>Color Plotter (D&amp;E size)</td>
<td>$12.00/plot</td>
</tr>
</tbody>
</table>

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the Court of Jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.
B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.