RESOLUTION - ACTION REQUESTED 2020-269

MEETING: May 26, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with Blue Ridge Services, Inc for Planning and Support at the Landfill

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Blue Ridge Services, Inc. for Planning and Support at the Landfill for a Total Amount Not to Exceed $12,480; and Authorize the Public Works Director to Sign the Agreement.

Under the terms of this agreement Blue Ridge Services, Inc. will provide conceptual final fill grades and a Fill Sequence Plan for 18 months on the East side of the Landfill. This Fill Sequence Plan will instruct staff on the most effective filling in order to maximize the utilization and Airspace of the landfill in order to achieve maximum life cycle in line with a past presentation to the Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Blue Ridge Services, Inc. has been used by the County in the past with good results.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, this work will not move forward and precious Airspace could be lost.

ATTACHMENTS:
Blue Ridge Services Inc 20-053 Landfill (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR OPERATIONAL PLANNING AND SUPPORT OF THE MARIPOSA COUNTY LANDFILL

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of May, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Blue Ridge Services, Inc. ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on June 1, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Operational Planning and Support of the Mariposa County Landfill as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $12,480. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit
shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)
In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. **STATE AND FEDERAL TAXES**

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. **ASSIGNMENT**

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Blue Ridge Services, Inc.
P.O. Box 1945
Hamilton, MT 59840
209.742.2398

**COUNTY:**
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment
discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon Thirty (30) calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.
16. **NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. **DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. **CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. **NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

21. **SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. **COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. **OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s
assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**Funding Source: 601-0404-651-0419**

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

**COUNTY OF MARIPOSA**

[Signature]

Mike Healy, Director
Public Works & Transportation

**CONTRACTOR**

[Signature]

Blue Ridge Services, Inc.

**ATTEST:**

[Signature]

Rene LaRoche
Clerk of the Board

**APPROVED AS TO LEGAL FORM:**

[Signature]

Steven W. Dahlem
County Counsel
EXHIBIT "A"

Proposal & Cost Estimate
Operational Planning and Support
Mariposa County Landfill

Prepared For:
Samuel Cerveny
Mariposa County Solid Waste & Recycling
5593 HWY 49 N
4639 Ben Hur Road
Mariposa, CA 95338
April 20, 2020
Samuel Cerveny  
Mariposa County Solid Waste & Recycling  
5593 HWY 49 N  
4639 Ben Hur Road  
Mariposa, CA 95338  

April 20, 2020

Dear Mr. Cerveny,

As requested, we’ve prepared this proposal and cost estimate to provide the following services for the Mariposa County Landfill:

- Update conceptual final fill grades created by Curt Fuji to include low points on drainage benches and increase detail to 2-foot contours.
- Develop Fill Sequence Plan for 18 months of fill on the east side of landfill incorporating:
  - Establish bench for tipping a minimum of 100 feet wide and necessary access roads
  - Primary and secondary All-weather Tipping Pads (AWTP) and roads
  - Provide survey grade staking points for all phases

You will find detailed descriptions of the project tasks and their associated deliverables within this proposal. Please review this information and respond with any desired revisions or questions.

Our start date will ultimately depend on our availability at the time of receiving a formal notice to proceed.

We look forward to continuing to work together to increase the efficiency, safety and useful life of your facility.

Respectfully,

[Troy Kechely]
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  Jason Todaro – Operations Consultant III ............................................................... 8
  Troy Kechley – Engineering Consultant III/CAD & GIS Manager ......................... 9
  Kasem Cornelius – Operations Consultant II ......................................................... 10
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PROJECT INTRODUCTION
The Mariposa County Landfill staff has asked Blue Ridge Services, Inc. (BRS) to prepare this proposal and cost estimate. The following tasks are in line with the mutual goal of streamlining staff and processes, improving airspace utilization, reducing operating costs and improving the overall efficiency and safety at the MCL. The tasks to achieve these goals are as follows:

- **Task 1:** Update conceptual final fill grades created by Curt Fuji to include low points on drainage benches and increase detail to 2-foot contours.
- **Task 2:** Develop Fill Sequence Plan for 18 months of fill on the east side of the landfill.

Project Tasks

**Task 1 – Update Conceptual Final Fill Grades**
Update conceptual final fill grades created by Curt Fuji to include low points on drainage benches and increase detail to 2-foot contours. These revised final grade contours will be used in Task 2 and a CAD file will also be provided to Curt Fuji for his use.

**Task 2 - Develop Fill Sequence Plan**
A Fill Sequence Plan (FSP) is a series of engineering drawings that provides step-by-step guidance for filling your landfill in an optimized manner. In most cases a fill sequence plan is relatively short-term covering a period of 12-18 months. Within the FSP we will address the following topics:

- Are storm water controls adequate and properly located?
- Where will the next all-weather tipping pad be located?
- Are the short-term access roads, stockpiles, and haul roads in the best locations?
- Are there problems with the current topography regarding drainage, erosion, or infiltration ...and how will they be corrected?
- How can the next 12-18 months of filling most effectively work toward the overall development of the landfill?

The Fill Sequence Plan provides answers to these and other questions. However, it does more than just show an arbitrary sequence of filling - it shows an "optimized" operation. Optimizing a landfill's Fill Sequence Plan ensures that the overall operation is as productive and cost-effective as possible. An optimized sequence plan also provides the basis for budgeting and scheduling major landfill projects. Quantifying and ensuring adequate filling capacity - especially during wet weather for landfills in wet climates - is included as well.
**FSP Steps**

Our approach for conducting an FSP is broken down into the following steps:

**Step 1 – Data Collection**
As a first step in developing the Fill Sequence Plan (FSP) for the Mariposa County Landfill, we will submit a short questionnaire to the site management/operations staff. We will need electronic copies of the most recent topographic map, Site Development Plan showing proposed base grades, final grades and the most recent topographic map of the landfill. Additionally, we may need to review specific as-built plans showing liner, Leachate Collection and Recovery System (LCRS), and Landfill Gas (JFG) system improvements that may lie within the limits of the proposed fill sequence plan.

Additionally, we will need confirmation – from landfill staff – of existing stockpiles and historic all-weather pad location(s).

**Step 2 – Develop Fill Sequence Plan**
After we have gathered and evaluated the site information, we will optimize key operational tasks using our proprietary LANDOP model – looking specifically at things such as push distance, tipping pad sizing, traffic flow, drainage, etc.

Using those optimized results, we will prepare a Fill Sequence Plan (FSP) covering a period of approximately 12-18 months. Essentially a detailed guide to filling specific areas, this plan shows more than just an arbitrary sequence of filling, it shows an "optimized" operation. An optimized fill sequence plan ensures that the overall operation is as productive and cost-effective as possible and provides the basis for budgeting and scheduling major landfill projects. Of course, we will confirm the availability of adequate filling capacity - especially during wet weather or winter conditions when providing adequate filling capacity is most critical. Similar considerations may be necessary during especially hot weather when uphill and/or long pushes can create overheating for machines.

In order to translate as much information as possible to your staff, we will work closely with landfill staff throughout this process. This not only ensures that we have a clear understanding of site conditions, but also helps provide training and perspective for your crew.

In order to assist your operations crew with understanding the FSP, each phase drawing will include a 3D rendering of that phase in relation to the rest of the site from a key location on the site. This will allow the operators to look at the site from that point and compare it to the picture to ensure that they are on the right path and constructing the phase as originally intended.

**Step 3 – Draft Reviews and Final Submittal**
At the completion of the draft set of FSP drawings, a review set will be provided to the client in PDF format. An online meeting will then be scheduled between MCL and BRS to address any questions or comments MCL staff may have. After this review is complete, the changes will be incorporated into the plans with a second draft submittal of PDF drawings provided for final approval.

**Deliverables**
Fill sequence plans will be provided in PDF format sized for 34”x22” and 17”x11” sheets showing each phase of the sequencing as well as temporary storm water drainage and operations related details. Three hardcopy sets can be provided if requested at no additional charge. Phase drawings will include:
- Fill and Excavation grades with Grade Staking points providing X, Y, and Z coordinates for finished grades for each phase.
- Approximate locations for storm water drainage structures (berms and down drains).
- Access road locations

AutoCAD drawings (DWG format) for each phase will also be provided for use by the County if requested for use in surveying the site to ensure that they are achieving the grade and surfaces detailed in the plans.

**Timeline**

Once given approval, we will begin work on the plan concept and (some) volume calculations immediately upon receiving a notice to proceed. Based on the expectation that the required drawings (topo, base grades, final grades, etc.) are readily available, we expect to complete this work within **30 days**. This also of course assumes a timely review/turn-around by landfill staff for providing available information and reviewing the draft plans and report.

Due to site specific circumstances, the first phase of the FSP can be provided within **7 days after receipt** of the most recent topo and the site data questionnaire.
PROJECT COST ESTIMATE

We have summarized the costs to reflect our team performing the work described in this proposal. The following cost estimate includes all labor, materials and expenses (including travel and lodging expenses) required to perform the tasks described within this proposal. The estimated price includes both per-unit and hourly consulting costs (see Standard Billing Rates image below).

It is understood that the procedures and general structure of the analyses used during this project may resemble other projects performed by Blue Ridge Services, Inc. Thus, although the Mariposa County Landfill will retain ownership and control of their proprietary information and may utilize the information at their facilities, Blue Ridge Services, Inc. will retain copyright to the structure and format any report(s), procedure(s), and video(s).

The actual cost will not exceed $12,480 without prior, written approval from MCL. The following table is not intended to be a detailed cost of each individual task, but rather the anticipated allocation of the total project budget amongst tasks.

<table>
<thead>
<tr>
<th>Tasks (1-3)</th>
<th>Task Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Update conceptual final fill grades</td>
<td>$1,560</td>
<td>Create 2-foot contours from conceptual final grade design with drainage low spots.</td>
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<tr>
<td>Task 2 – Develop Fill Sequence Plan for 18 months of fill</td>
<td>$10,920</td>
<td>Fill sequence plans without Virtual Reality or Wind Modeling.</td>
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<td>Total Cost: Tasks 1 &amp; 2</td>
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<td>$12,480</td>
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## APPENDIX A: STANDARD BILLING RATES

### Standard Billing Rates

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LABOR</strong></td>
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<tr>
<td>Principal Engineer</td>
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<td><strong>EXPENSES</strong></td>
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<td>Per Diem</td>
<td>$60.00 (USD)/day</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.75 (USD)/mile (effective 1/18)</td>
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FORMED IN 1988 by Neal Bolton, Blue Ridge Services is a professional consulting firm specializing in solid waste operations and efficiency improvement, safety, facility management, planning, online media training, on-site training and environmental monitoring/maintenance.

Our firm's strength is based in large part on Mr. Bolton's over 40-year background in construction, engineering and solid waste facilities. He is now one of the waste industry's leading experts, publishing numerous articles and acting as an expert witness on many civil and criminal trials every year.

As a consulting company, Blue Ridge Services strives to provide clients with quality, cost-effective consulting and engineering services. Since 1988, we have had the in-house capability and proprietary platforms to provide practical and economical solid waste consulting services for our clients.

Our staff has worked at hundreds of waste facilities around the globe, including transfer stations, landfills, organics processing facilities, materials recovery facilities, and recycling centers. We have provided training for thousands of waste workers on issues related to safety, operations, efficiency, and management.

Blue Ridge Services published The Handbook of Landfill Operations and The Handbook of Safety Operations, both authored by Neal Bolton. Our company has also developed the industry's most comprehensive safety-training program for landfills and transfer stations as well as offers monthly online webinars and trainings.
Neal Bolton, P.E. – President

Education:
- Attended Sacramento State University - Construction Engineering
- Attended Montana State University - Construction Engineering
- Registrations: Registered Civil Engineer — California (C48062)
- Licensed General Engineering Class A Contractor — California (482821)

Background:
Mr. Bolton is a registered civil engineer with over 40 years of experience in heavy construction, landfill, transfer station, organics processing and recycling center operations. As the principal of Blue Ridge Services, Inc. (BRS), he is considered one of the foremost landfill operations experts in the country. He literally wrote the book on effective landfill operations (The Handbook of Landfill Operations) and has authored hundreds of articles on topics ranging from landfill operations, safety, efficiency, and more. Mr. Bolton has pioneered the use of various industrial productivity improvement tools, such as Six Sigma and Lean in the areas of solid waste equipment utilization and material flow/handling. He has performed consulting, speaking and training projects in 38 states in the US and abroad.

Mr. Bolton has been involved in hundreds of operational audits and efficiency studies at landfill, transfer stations and other types of solid waste facilities ranging in size from regional facilities handling thousands of tons per day, to small rural sites handling a few tons per week. We have conducted operational audits for landfills that often focused on improving operating procedures, waste handling, equipment utilization and maintenance, environmental controls, process improvement, refuse placement, load checking, surveying, safety and landfill compaction. Mr. Bolton has worked on numerous landfill siting, expansion and closure projects. He has prepared scores of landfill development plans that included site layout, access roads, waste footprint placement, base grade and final grade design. He has worked on several projects involving landfill airspace enhancement, maximization and waste compaction optimization.

During the early 1990’s, Mr. Bolton worked closely with dozens of landfills during the transition to the EPA’s subtile D rules. Mr. Bolton has presented training programs for thousands of people through the nearly 200 training programs he has taught. He has provided training for the State of Indiana, State of Montana, State of Kansas and State of California and scores of other private and municipal clients. These training programs range from generic 1-4 hour sessions, to multi-day custom sessions that deal with site-specific operational issues for various types of waste operations.

Mr. Bolton has designed and implemented various testing procedures for evaluating solid waste equipment and operating methods including soil use minimization studies, compaction tests, and productivity analysis. Many of these were done in cooperation with Caterpillar, Ingersoll-Rand, Caron, Compactor, and Waste Management Inc. Mr. Bolton has provided recommendations on equipment selection and utilization for numerous landfills and transfer stations. He has developed and performed various equipment productivity analyses for dozers, wheel loaders, scrapers, compactors and other types of specialized waste handling equipment. Based on his broad level of experience, knowledge and reputation, Mr. Bolton is often retained as an expert witness on cases involving solid waste operations.
Publication History

- Author: The Handbook of Landfill Operations – used as textbook for SWANA’s 1-day certification course entitled, “Operational Issues for Landfill Managers.” Also used for many years as the textbook for certification in the State of Virginia.
- Author: The Handbook of Landfill Safety
- Produced: 130 safety videos for the waste industry. Many translated to Spanish and Greek. Translations to Portuguese and Arabic in process.
- Author: 200+ landfill articles and technical papers, presented on three continents.
- Instructor: 200+ training classes (including ~50 for SWANA) across the U.S. Prepared training materials and training for the State of California, the State of Indiana, and State of Kansas.
- Produced: 25+ webinars for landfills, transfer stations, green waste processing facilities, and recycling facilities

Jason Todaro – Operations Consultant III.

Education:

- Attended California Polytechnic State University
- Attended Cuesta Community College
- Attended Allan Hancock Community College

Registrations and Certificates:

- Completed Confined space training.
- Class A commercial driver’s license with double/triples, air brakes and tanker endorsements.
- C.P.R., AED and first responder training.
- Equipment manufacturer/dealer training: Caterpillar, Bobcat, John Deere and Ditch Witch.
- HDPE pipe welding/fusion training.
- Attended and completed, Leadership Management Institute (LMI) courses titled “The Achieving Manager Experience” and “Effective Personal Productivity.”
- Completed Vital Smarts training program titled “Crucial Conversations – Tools for Talking When Stakes Are High”
- Completed U.S. Composting Council (40) hour Compost Operations training course
- California State Fire Marshall (480) hour Firefighter 1 Certificate.
- Member, California Dozer Operators Group
- Member, Solid Waste Association of North America
- Member, US Composting Council

Background:

Mr. Todaro has over 25 years of varied experience in the heavy construction, utility, and solid waste industries. Since joining Blue Ridge Services, Inc. (BRS), as a solid waste operations consultant, he has performed on-site consulting services at well over 50 solid waste facilities. He has been a key team member on numerous additional projects that did not require his on-site expertise. In every case, his clients have benefited from his extensive background. A sample of his current duties include operational training, facility management and oversight, time motion studies, transportation modeling, waste cell optimization, process analysis and improvement, heavy equipment utilization and operation, safety training, operational benchmarking, management consulting and solid waste facility assessment work.
Mr. Todaro has worked on a wide variety projects in the solid waste industry, ranging from a landfill litter control assessment for several regional Canadian Landfills, heavy equipment training for a large urban transfer station, handson operational training for landfills (200-2000 tons per day), assessed 15 facilities during a high level review of a waste transfer and disposal system, conducted operational/financial reviews and analysis for landfill operations and performed a waste characterization study for a C&D landfill.

Mr. Todaro has conducted numerous Comprehensive Operational Reviews (CORE™) and High-Level Reviews for clients located throughout the United States. His ability to capture relevant data, quickly grasp operational issues and identify practical solutions has enabled him to save clients millions of dollars by analyzing and improving operational techniques.

Using his broad experience, Mr. Todaro has played a key role in expanding the on-site training capabilities of BRS. He has conducted numerous training programs in the United States and abroad. At landfills and transfer stations in the U.S., he has conducted training events ranging from 1 day to several months in duration. He has addressed topics that include equipment maintenance, landfill operations, landfill/equipment fire prevention, grade-checking/survey, annual heavy equipment refresher training, waste compaction optimization, cell construction optimization, ADC optimization and supervisor/manager mentoring.

Mr. Todaro has traveled to Papua New Guinea (twice) to provide critical oversight and training for a new landfill. Developed by ExxonMobil, this landfill – outside the capital city of Port Moresby – is the first lined landfill in PNG. He recently served as a keynote speaker for a solid waste conference in Melbourne Australia. During this conference he gave numerous presentations on optimizing landfill operations. While in Australia he also provided comprehensive training to 30 landfill managers and addressed the State of Victoria Environmental Protection Agency regarding the proper use of landfill alternative daily cover (ADC).

Troy Kechely – Engineering Consultant III/CAD & GIS Manager

Education:
- Attended Montana State University – Mechanical Engineering

Registrations:
- Completed 40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER)
- Completed OSHA.com’s MSHA New Miner Training

Background:
Troy has over 25 years of experience using and instructing on the use of Computer Aided Design (CAD) software with extensive expertise in Autodesk civil design software including: Civil 3D, Map 3D, 3DSMax, Navisworks, Infraworks, AutoCAD and AutoCAD LT. He is also skilled in a variety of GIS related software, including ArcGIS.

His experience includes the integration of CAD and GIS related data to produce figures and design components for multiple projects as well as animation and video creation using CAD created entities and various video editing software. He has over 23 years of experience in site investigations, feasibility studies, design, construction oversight and implementation for civil and environmental landfills, mine reclamation and site development projects throughout the United States. Troy has conducted design oversight of multi-million-dollar engineering and environmental design and construction projects ranging from $25,000 to $40,000,000.
Primary expertise is intricate plan creations for complex civil site design projects with emphasis on large earthworks, landfills, and large industrial/retail developments. His landfill experience includes dozens of fill sequence and soil management plans for landfills all over North America along with transfer station studies, site expansion design, and construction oversight.

Kasem Cornelius – Operations Consultant II

Education:

- B.S. Business Administration - California Polytechnic State University, San Luis Obispo
- OSHA 500 Outreach Training Program – UC San Diego Extension

Registrations & Certificates:

- Member – Solid Waste Association of North America (SWANA)
- Safety Ambassador – SWANA Central California Sierra Chapter
- SWANA Certified Manager of Transfer Station Systems – Certification No. 1025481
- OSHA Authorized Construction Outreach Trainer – Certificate No. U07074782
- 40-Hour HAZWOPER Hands On – Certificate No. 1810225157966

Background:
Prior to joining the Blue Ridge Services team, Kasem spent several years working in the solid waste recycling industry. During this time, he handled material, drove scrap-hauling and roll-off trucks, developed safety plans, performed job hazard analysis, conducted safety training, and led safety meetings. He was also the on-site safety manager for waste handling crews on large utility power projects.

Since joining Blue Ridge Services, Inc. (BRS) as an Operations Consultant in 2015, he has worked with over 30 municipal and privately-owned solid waste operations (landfills, transfer stations, material recovery facilities, solid waste collections, compost facilities, waste to energy plants) in 11 states across the US. The operational efficiency and safety projects he’s worked on include:

- Performing on-site safety audits and Comprehensive Operational Reviews (CORE™)
- Creating safety plans, procedures, and training programs
- Process improvement and optimization for integrated waste management operations
- Facility layout and design review
- Administering on-site safety training
- Solid waste industry employee classification and compensation studies

As manager of BRS’s safety division, Kasem has been actively involved in addressing the safety crisis in the solid waste industry - which is currently in the top 5 deadliest industries in the US. In response to these statistics, and national polls indicating 90% of solid waste operations don’t have adequate safety planning, Kasem helped create the SHERPA program. This program is focused on developing practical and comprehensive planning tailored to the solid waste industry. Through the SHERPA program Kasem has created site-specific deliverables such as:

- Injury & Illness Prevention Programs
- Health and Safety Plans
- Standard Operating Procedures
- Succession Plans
Kasem is active in the solid waste industry at both the regional and national level. He currently is the SWANA Central California Sierra Chapter Safety Ambassador and has presented at many national events such as Wastecon, SWANApalooza, and Western Regional Symposium. He has also appeared in Waste Today magazine and via webinar for Forrester University and SWANA.

**Sam Marchant, E.I.T. – Engineering Consultant II.**

**Education:**
- California Polytechnic State University, San Luis Obispo – B.S. in Civil Engineering
- Registrations and Certifications:
  - Certified Engineer-In-Training – Certificate No. EIT 157568
  - Certified Remote Pilot Airman – Certificate No. 3972638
  - Young Professional Liaison for SWANA Central California Sierra Chapter
- Member, Solid Waste Association of North America (SWANA)
- Member, American Society of Civil Engineers (ASCE)

**Background:**
Mr. Marchant has several years of varied experience in the civil engineering industry, including the transportation, geotechnical and solid waste fields. Since joining the Blue Ridge Services (BRS) team as an engineering consultant, he has conducted several analyses and designs for solid waste facilities within North America. A sample of his current duties at BRS include data collection and analysis, time motion studies, programming statistical models, topographic volume estimates, facility design, equipment and facility optimization, cost-benefit analyses, hydrologic evaluations of landfill performance and technical document analysis.

As can be seen from his duties, Mr. Marchant has worked on a diverse range of projects in the solid waste industry. He has developed a programmable cost benefit model to determine the economic feasibility of salvaging settlement areas on landfill slopes. He has also conducted a beneficial reuse material analysis to determine if the amount of material the site was receiving would satisfy the demands of the operation; this included an analysis of site topography and tonnage data and trends.

Mr. Marchant has also completed design work in the solid waste industry. He has analyzed and designed a guardrail system for a transfer station to improve facility safety and efficiency. This project required the consideration of numerous factors, including regulations, customer ease of access and design standardization. This project also required the development of standard operating procedures and training for transfer station staff. Throughout his work, Mr. Marchant has provided clients with safe, economical and efficient solutions to complex problems. He has also developed and conducted many presentations of findings for clients. Using his technical statistical experience, Mr. Marchant has played a key role in expanding and streamlining the data analysis capabilities of BRS.
Sarah Bolton – Public Relations/New Business Development Manager

Registrations and Certifications:

- Solid Waste Association of North America (SWANA)
- Training Chair, Communication, Education, and Marketing Technical Division, SWANA
- Zero Waste Certification, SWANA

Sarah Christine Bolton is new business development manager at Blue Ridge Services and manages all marketing, sales, and client relationship at Blue Ridge Services. She worked as a writer and photographer for more than 10 years, and has experience in marketing, social media planning and execution, public relations, technical writing, copy editing, graphic design, and education. In graduate school, Sarah focused on sustainability and marketing, and coordinated an in-depth energy conservation project in partnership with Memphis, Light, Gas and Water.

At Blue Ridge Services, she focuses on client relationships, marketing, content creation, and new business development. She has extensive experience in creating interactive training material for the solid waste industry and created the industry’s most comprehensive on-demand training library. Sarah has edited articles, books and training materials related to the waste industry for more than 10 years and has published work in regional and national publications. She currently serves at Training Committee Chair for the Communication, Education & Marketing Technical Division at the Solid Waste Association of North America, has presented at numerous SWANA conferences, and is certified in Zero Waste through SWANA and the California Resource Recovery Association.
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Engle & Associates Insurance Brokers, In
1236 Higuera Street
San Luis Obispo CA 93401

**INSURED**
Blue Ridge Services, Inc.
Po Box 2398
Mariposa CA 953382398

**CONTACT NAME:** Lisa K Murdoch
**PHONE:** (209) 742-2398
**FAX:**
**E-MAIL:** lisa@engleinsurance.com

**CREDITORS:**
- INSURER A: State Compensation Insurance Fund
  - NAIC #: 35076
- INSURER B: Homeland Insurance Company
  - NAIC #: 34452
- INSURER C: California Automobile Ins Co
  - NAIC #: 30832
- INSURER D:
- INSURER E:
- INSURER F:

**COVERAGES**

**CERTIFICATE NUMBER:** Cert ID 353

**INSURED LOCATION:**

**CERTIFICATE EXPIRATION DATE:** 04/27/2020

**CANCELLATION DATE:**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**DESCRIPTION OF OPERATIONS**

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**CERTIFICATE HOLDER**
Mariposa County Public Works
4639 Ben Hur Rd
Mariposa CA 95338

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**
Lisa K Murdoch