

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **DECEMBER 10, 2013**

From: **MARY DIETRICH / BILL ZIMMERMAN**

Subject: **WATER QUALITY MONITORING SERVICES AT THE CLOSED LANDFILL SITES**

ACTION REQUESTED/RECOMMENDATION:

1. Approve an Agreement with Stearns, Conrad and Schmidt Consulting Engineers, Inc., dba SCS Engineers (SCS) for water quality monitoring services at the Meadow Vista, Loomis, Foresthill and Eastern Regional Landfills in an amount not to exceed of \$152,154, funded by the Solid Waste Management and Eastern Regional Landfill Enterprise Funds, with no net county cost.

BACKGROUND: Waste Discharge Requirements issued by the California Regional Water Quality Control Board establish requirements for ongoing water quality monitoring at the County's closed landfill sites in Meadow Vista, Loomis, Foresthill and Eastern Regional. SCS has provided these services to the County since 2006. In December of 2009, the County requested proposals for water quality services for its closed sites from the list of pre-qualified consultants and selected SCS again as the best qualified firm to provide the needed water quality monitoring services. Based on SCS's past performance and familiarity with the sites, staff believes they are the best qualified firm to continue providing water quality monitoring services at the closed landfill sites.

Staff negotiated an Agreement with SCS to provide water quality monitoring services for calendar year 2014. The Agreement provides for semi-annual sampling, analysis and reporting of surface water, groundwater, vadose zone, leak detection and leachate monitoring networks. The overall cost of services included in the Agreement is approximately 8% less than the original 2010 Agreement. The cost for this year's scope of work is approximately 2% less than last year, which is primarily due to the completion of a one-time task in 2013. The routine sampling, analysis, and monitoring task budgets have remained unchanged. A copy of the Agreement is available for review at the Clerk of the Board's Office.

ENVIRONMENTAL CLEARANCE: Water quality monitoring is categorically exempt from environmental review under Section 15306 of the CEQA Guidelines – Information Collection.

FISCAL IMPACT: The total cost of providing services included in the Agreement is an amount not to exceed \$152,154. This is an anticipated expense and funding is included in the FY 2013/14 Budget: 0450 Solid Waste Management - \$97,319 and 0289 Eastern Regional Landfill - \$54,835. Funding is provided through garbage collection franchise fees and tipping fees collected at the Eastern Regional Material Recovery Facility and there is no net County cost.

MD/BZ/CH/LM

CC: COUNTY EXECUTIVE OFFICE

AVAILABLE FOR REVIEW AT THE CLERK OF THE BOARD'S OFFICE: AGREEMENT

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Contract No.: _____

Administering Agency: County of Placer / Facility Services / Environmental Engineering

Contract Description: 2014 Water Quality Monitoring and Reporting at the Loomis, Meadow Vista, Foresthill, and Eastern Regional Landfills

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, by and between the County of Placer, a political subdivision of the State of California ("County"), and Stearns, Conrad and Schmidt Consulting Engineers, Inc, d/b/a SCS Engineers ("Consultant"), a Virginia Corporation, who agrees as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to the County in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including General Consulting Services, shall not exceed **One Hundred Fifty Two Thousand, One Hundred Fifty Four Dollars, and no/100 (\$152,154.00)** without the prior written approval of the County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this Agreement.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Department of Facility Services
Attn: Chris Hanson, Senior Planner
Environmental Engineering Division
11476 "C" Avenue
Auburn, CA 95603
Phone: (530) 886-4942
Fax: (530) 886-4999

CONSULTANT: SCS Engineers
Attn: Ambrose McCready
3117 Fite Circle, Suite 108
Sacramento, CA 95827
Phone: (916) 361-1297
Fax: (916) 361-1299

REMIT TO CONSULTANT:
SCS Engineers
Attn: Account Receivable
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806
Phone: (562) 426-9544
Fax: (562) 427-0805

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____ Date: _____
Name:
Title: Chair, Board of Supervisors

SCS Engineers, CONSULTANT

By: _____ Date: _____
Name: Ambrose McCready
Title: Vice President

By: _____ Date: _____
Name: Patrick Sullivan
Title: Senior Vice President

Approved as to Form:

Approved as to Funds:

By: _____
Placer County Counsel

By: _____
Placer County Auditor

- Exhibit A: Scope of Services
- Exhibit A1: General Scope of Services
- Exhibit B: Payment for Services Rendered
- Exhibit B1: Payment Schedule
- Exhibit C: Facilities, Equipment and Other Materials and Obligations of County
- Exhibit D: General Provisions

EXHIBIT A SCOPE OF SERVICES

The Scope of Services shall consist of water quality monitoring services at the Meadow Vista, Loomis, Foresthill and Eastern Regional Landfills. The proposed scope includes the following tasks:

TASK 1 – LOOMIS LANDFILL

Task 1.1 – Sampling and Analysis

SCS Engineers/SCS Field Services (here forth referred to as Consultant) shall perform water quality sampling and analysis in accordance with the current, approved Waste Discharge Requirements (WDRs) for Loomis – Order No. R5-2004-0041. The water quality sampling and analysis scope of work covers the following liquids: groundwater, surface water, and leachate.

Groundwater Monitoring: Consultant shall obtain groundwater samples from the Loomis Landfill monitoring wells. The monitoring points are as follows:

- Groundwater Monitoring Wells: MW-1A, MW-2A, MW-3A, MW-4A, MW-5A, MW-6A, MW-8A, MW-9A, and OW-2.
- Private Off-Site Wells: B, HH, HD-1, and HD-2.

All groundwater monitoring wells shall be monitored quarterly for water levels. Groundwater monitoring wells shall be sampled on a semiannual basis.

Private wells shall also be sampled on a semiannual basis where samples are obtained from a spigot at the wellhead or other designated location.

Surface Water Monitoring: Consultant shall conduct surface water sampling on a semiannual basis. The two surface water monitoring locations in Secret Ravine Creek are designated SRA and SRB.

Leachate Monitoring: The leachate collection and removal system sump (LS-1) will be monitored for liquid removal by the County. Consultant shall collect leachate samples on a semiannual basis.

Methods: Consultant shall perform all monitoring in accordance with the Monitoring and Reporting Program (MRP) included in the WDR, and applicable industry standards.

Except for OW-2, the wells are equipped with dedicated Grundfos Rediflo II submersible pumps. OW-2 will be purged and sampled using a clean disposable bailer or dedicated bailer. Groundwater wells shall be purged using the triple volume method. Samples will be stabilized after field parameters (pH, specific conductance, turbidity, and temperature) stabilize relative to the previous reading. If the well casing becomes dry during purging, sampling will occur after water recharges to 80 percent of static water level.

Consultant shall assume that purge water is non-hazardous and can be discharged to the ground within the limits of the landfill.

Consultant shall sample surface water and leachate locations using clean equipment, dedicated bailers, or directly from spigots or discharge points.

Consultant shall calibrate field instruments used for measurement of field monitoring parameters to the manufacturer's specifications. For groundwater samples, Consultant shall collect at least one trip blank for each day volatile organic compound samples are collected and have the trip blanks analyzed for volatile organic compounds to evaluate for potential laboratory or field cross contamination.

Consultant shall use a California State certified laboratory, to perform analysis. For each sample point, Consultant shall label the appropriate laboratory-provided bottles with well location, analytical method, date, time, and sampler name. Consultant shall coordinate shipment or with the laboratory courier for the transportation of samples under chain-of-custody control.

Consultant shall ensure that samples will be analyzed for monitoring parameters as noted in the site specific WDR/MRP. Unless otherwise noted, Consultant shall ensure that the analytical laboratory analyzes the samples using the methods listed in the WDR/MRP. Laboratory analytical results shall be made available to the County within 15 business days following the sampling event.

Task 1.2 – Resampling

Consultant may need to resample individual wells due to an anomalous data, statistical increase, or inoperable pumping equipment encountered during the initial visit. Consultant shall obtain prior approval from the County for all resampling. Each resampling event will cover mobilization, demobilization, travel costs of samples to and from the site and the laboratory, and laboratory analysis. For the purposes of cost estimation, Consultant shall assume two resampling events will be needed per year at the Loomis Landfill.

Task 1.3 – 2014 First Semi-Annual and Second Semi-Annual / Annual Water Quality Monitoring Reports (2 Reports)

Consultant shall review and compile the analytical data, conduct statistical analyses of the data (where applicable), and prepare the 2014 semiannual and semiannual/annual water quality monitoring reports pursuant to WDR Order No. R5-2004-0041, and associated MRP reporting requirements. Consultant shall include all pertinent information as required by the WDR and MRP in each semiannual monitoring report; including, but not limited to: a discussion and evaluation of the monitoring results, an evaluation as to the effectiveness of the corrective action per MRP Section D.3., tabulated summaries of the analytical results, statistical analyses (inter-well for detection monitoring wells, trend analysis for corrective action monitoring wells), and an evaluation of quality control data. Consultant shall ensure that each report contains information including, but not limited to, groundwater data and elevation contour maps, groundwater velocity calculations, water quality figures (such as piper/tri-linear diagrams), and back up information including but not limited to, tabled monitoring well water depths, water sample field data sheets, chain of custody forms, analytical reports, leachate volumes collected, and facility inspection forms. The County will provide items such as leachate volumes collected and facility inspection forms.

Consultant shall submit a draft version of each monitoring report (an electronic copy, in Word format, via e-mail) to the County for review and comment approximately 30 days prior to report due date. In addition, Consultant shall provide the County with final reports, incorporating the County's review comments, if any, approximately 15 days prior to the date the report is due to be submitted to the Central Valley Region of the California Regional Water Quality Control Board (RWQCB). Reports are due to the Central Valley RWQCB by July 31, 2014 and January 31, 2015.

Consultant shall provide adequate quality assurance to ensure that the draft and final reports are correct and accurate before submitting the reports to the County. County is not responsible for correcting the report for errors and omissions. Consultant shall accompany the reports with a transmittal letter or executive summary outlining the essential points in the report.

Consultant shall include the annual report in the second semiannual monitoring report.

Consultant shall include historical results of all monitoring parameters at each monitoring point, a discussion of compliance and corrective actions, and other WDR/MRP annual reporting requirements in the annual report.

Consultant shall provide two bound copies and two CDs with electronic copies of the final report after incorporating the County's review comments (in Adobe Acrobat format) and data files (in MS Excel format).

Upon approval of the final reports by the County, Consultant shall submit the electronic data and Adobe Acrobat version of the reports to State Water Resource Control Board GeoTracker Information System.

Task 1.4 – General Consulting Services

In addition to the services described above, County may request General Consulting Services on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said General Consulting Services exceed the cost allocated in Exhibit B. Work on any General Consulting Services may not proceed until authorized in writing by the Placer County Director of Facility Services. Any approved General Consulting Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

TASK 2 – MEADOW VISTA LANDFILL

Task 2.1 – Sampling and Analysis

Consultant shall perform water quality sampling and analysis in accordance with the current, approved WDR/MRP for Meadow Vista – Order No. R5-2007-0085. The water quality sampling and analysis scope of work covers the following liquids: groundwater, surface water (if necessary), and leachate.

Groundwater Monitoring: Consultant shall obtain groundwater samples from the Meadow Vista Landfill monitoring wells. The monitoring points are as follows:

- Groundwater Monitoring Wells: MW-2, MW-3, MW-4A, MW-5A, MW-7A, MW-9, MW-10, MW-11D, and MW-11S.
- Tentative Background Monitoring Wells: GM-1D and GM-8D.

Consultant shall monitor the above groundwater monitoring wells along with GM-4D quarterly for water levels. Consultant shall sample groundwater monitoring wells on a semiannual basis.

Surface Water Monitoring: Consultant shall conduct surface water sampling. The two surface water monitoring locations at Meadow Vista Landfill are designated SW-1 and SW-5. If a spring is observed at the toe of the landfill, Consultant shall collect samples for analysis on a time-and-

materials basis under Task 2.4 General Consulting and after approval by the Placer County Director of Facility Services and pursuant to the requirements of the WDR/MRP.

Leachate Monitoring: Consultant shall monitor the leachate collection and removal system sump (LS-1) for liquid removal by the County. Consultant shall collect a leachate sample on a semiannual basis

Methods: Consultant shall perform all monitoring in accordance with the MRP included in the WDR, and applicable industry standards.

Except for MW-2 and MW-11S, the wells are equipped with dedicated Grundfos Rediflo II submersible pumps. Consultant shall purge and sample wells MW-2 and MW-11S using a clean disposable bailer or dedicated bailer. Consultant shall purge the wells using the triple volume method. Samples will be collected after field parameters (pH, specific conductance, turbidity, temperature, and oxidation-reduction potential) stabilize relative to the previous reading. If the well casing becomes dry during purging, sampling will occur after water recharges to 80 percent of static water level.

Consultant shall assume that purge water is non-hazardous and can be discharged to the ground within the limits of the landfill.

Consultant shall sample leachate sampling locations using clean equipment, dedicated/disposable bailers, or directly from spigots or discharge points.

Consultant shall calibrate field instruments used for measurement of field monitoring parameters to the manufacturer's specifications. For groundwater samples, Consultant shall collect at least one trip blank for each day volatile organic compound samples are collected and have the trip blanks analyzed for volatile organic compounds to evaluate for potential laboratory or field cross contamination.

Consultant shall use a California State certified laboratory, to perform analysis. At each sample point, Consultant shall label the appropriate laboratory provided bottles with sample location, analytical method, date, time, and sampler name. Consultant shall coordinate shipment or with the laboratory courier for the transportation of samples under chain-of-custody control.

Consultant shall have samples analyzed for monitoring parameters as noted in the site specific WDR/MRP. Unless otherwise noted, Consultant shall ensure that the analytical laboratory analyzes the samples using the methods listed in the WDR/MRP. Laboratory analytical results shall be made available to the County within 15 business days following the sampling event.

Task 2.2 – Resampling

Consultant may need to resample individual wells due to an anomalous data, statistical increase, or inoperable pumping equipment encountered during the initial visit. Consultant shall obtain prior approval from the County for all resampling. Each resampling event will cover mobilization, demobilization, travel costs for the samples to and from the site and the laboratory, and laboratory analysis. For the purposes of cost estimation, Consultant shall assume two resampling events will be needed per year at the Meadow Vista Landfill.

Task 2.3 – 2014 First Semiannual and Second Semiannual / Annual Monitoring Reports (2 Reports)

Consultant shall review and compile the analytical data, conduct statistical analyses of the data (where applicable), and prepare the 2014 semiannual and semiannual/annual water quality monitoring reports pursuant to WDR Order No. R5-2007-0085, and associated MRP reporting requirements. Consultant shall include all pertinent information as required by the WDR and MRP in each semiannual monitoring report; including, but not limited to: a discussion and evaluation of the monitoring results, an evaluation as to the effectiveness of the corrective action per MRP Section D.1., tabulated summaries of the analytical results, statistical analyses (inter-well for detection monitoring wells if applicable and trend analysis for corrective action monitoring wells), and an evaluation of quality control data. Consultant shall ensure that each report contains information including, but not limited to, groundwater data and elevation contour maps, groundwater velocity calculations, water quality figures (such as piper/tri-linear diagrams), and back up information including but not limited to, tabled monitoring well water depths, water sample field data sheets, chain of custody forms, analytical reports, leachate volumes collected, and facility inspection forms. County will provide items such as leachate volumes collected and facility inspection forms.

Consultant shall submit a draft version of each monitoring report (an electronic copy, in Word format, via e-mail) to the County for review and comment approximately 30 days prior to report due date. In addition, Consultant shall provide the County with final reports, incorporating the County's review comments, if any, approximately 15 days prior to the date the report is due to be submitted to the Central Valley RWQCB. Reports are due to the Central Valley RWQCB by July 31, 2014 and January 31, 2015.

Consultant shall provide adequate quality assurance to ensure that the draft and final reports are correct and accurate before submitting the reports to the County. County is not responsible for correcting the report for errors and omissions. Consultant shall accompany the reports with a transmittal letter or executive summary outlining the essential points in the report.

Consultant shall include the annual report in the second semiannual monitoring report.

Consultant shall include historical results of all monitoring parameters at each monitoring point, a discussion of compliance and corrective actions, and other WDR/MRP annual reporting requirements in the annual report.

Consultant shall provide two bound copies and two CDs with electronic copies of the final report after incorporating the County's review comments (in Adobe Acrobat format) and data files (in MS Excel format).

Upon approval of the final reports by the County, Consultant shall submit the electronic data and Adobe Acrobat version of the reports to State Water Resource Control Board GeoTracker Information System.

Task 2.4 - General Consulting Services

In addition to the services described above, County may request General Consulting Services on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said General Consulting Services exceed the cost allocated in Exhibit B. Work on any General Consulting Services may not proceed until authorized in writing by the Placer County Director of Facility Services. Any approved General Consulting Services and

costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

TASK 3 – EASTERN REGIONAL LANDFILL

Task 3.1 – Sampling and Analysis

Consultant shall perform water quality sampling and analysis in accordance with the current, approved WDR/MRP for Eastern Regional – Order No. R6T-2004-0016. The water quality sampling and analysis scope of work covers the following liquids: groundwater, surface water, vadose zone, and leachate.

Groundwater Monitoring: Consultant shall obtain groundwater samples from the Eastern Regional Landfill monitoring wells. Groundwater monitoring wells include MW-7D, MW-7S, MW-8, MW-9, MW-10, MW-11, MW-12A, MW-13, MW-14, and MW-15.

Consultant shall monitor the above groundwater monitoring wells semiannually for water levels. Consultant shall sample groundwater monitoring wells on a semiannual basis.

Surface Water Monitoring: Consultant shall sample six surface water monitoring locations at Eastern Regional Landfill twice per year. Consultant shall collect designated surface water samples from S-2, S-3, S-5, and S-6 when runoff is first observed and a second time the following month. Consultant shall also collect Truckee River designated samples from TRA and TRB on a semiannual basis.

Vadose Zone Monitoring: Consultant shall perform vadose zone monitoring semiannually. At Eastern Regional Landfill, Consultant shall collect samples at the designated vadose sampling locations; L-1A, L-1B, and L-2B.

Leachate Monitoring: Consultant shall sample leachate annually from the leachate sampling port located in the manhole next to the Tahoe Area Regional Transit building.

Methods: Consultant shall perform all monitoring in accordance with the MRP included in the WDR, and applicable industry standards.

Except for MW-7S and MW-7D, the groundwater wells are equipped with dedicated Grundfos Rediflo II submersible pumps. Consultant shall purge and sample MW-7S using a dedicated or disposable bailer. Consultant shall purge and sample MW-7D (an artesian well) by releasing pressure from the valve on top of the well. Consultant shall purge wells using the triple volume method. Samples will be collected after field parameters (pH, specific conductance, turbidity, and temperature) stabilize relative to the previous reading. If the well casing becomes dry during purging, sampling will occur after water recharges to 80 percent of static water level.

Wells MW-9, MW-10, and MW-14 need to be purged very slowly due to slow recharge. If necessary, Consultant shall purge these wells one day and sample the following day.

Consultant shall assume that purge water is non-hazardous and can be discharged to the ground within the limits of the landfill.

Surface water and leachate sampling locations will be sampled using clean equipment, dedicated/disposable bailers, or directly from spigots or discharge points.

Consultant shall have a vacuum set for 48 hours or more on the vadose points and then perform an initial purge prior to sampling. If the initial purge generates less than 200 milliliters of liquid, the vadose point will be designated as dry for the monitoring period. For vadose points where over 200 milliliters of liquid are purged, Consultant shall reset the vacuum and the first sample will be collected 48 hours or more later. Up to four visits to sample and set the vacuum after the initial purge may be needed to collect sample volume sufficient for analysis of MRP listed parameters.

Consultant shall calibrate field instruments used for measurement of field monitoring parameters to the manufacturer's specifications. For groundwater samples, Consultant shall collect at least one trip blank for each day volatile organic compound samples are collected and have the trip blanks analyzed for volatile organic compounds to evaluate for potential laboratory or field cross contamination.

Consultant shall use a California State certified laboratory, to perform analysis. At each sample point, Consultant shall label the appropriate laboratory provided bottles with sample location, analytical method, date, time, and sampler name. Consultant shall coordinate shipment or with the laboratory courier for the transportation of samples under chain-of-custody control.

Consultant shall have samples analyzed for monitoring parameters as noted in the site specific WDR/MRP. Unless otherwise noted, Consultant shall ensure that the analytical laboratory analyzes the samples using the methods listed in the WDR/MRP. Laboratory analytical results shall be made available to the County within 15 business days following the sampling event.

Task 3.2 – Resampling

Consultant may need to resample individual wells due to an anomalous data, statistical increase, or inoperable pumping equipment encountered during the initial visit. Consultant shall obtain prior approval from the County for all resampling. Each resampling event will cover mobilization, demobilization, travel costs of the samples to and from the site and the laboratory, and laboratory analysis. For the purposes of cost estimation, Consultant shall assume two resampling events will be needed per year at the Eastern Regional Landfill.

Task 3.3 – 2014 First Semiannual and Second Semiannual / Annual Monitoring Reports (2 Reports)

Consultant shall review and compile the analytical data, conduct statistical analyses of the data (where applicable), and prepare the 2014 semiannual and semiannual/annual water quality monitoring reports pursuant to WDR Order No. R6T-2004-0016 and associated MRP reporting requirements. Consultant shall include all pertinent information as required by the WDR and MRP in each semiannual monitoring report; including, but not limited to: a discussion and evaluation of the monitoring results, an evaluation as to the effectiveness of the corrective action per MRP Section D.1., tabulated summaries of the analytical results, statistical analyses (inter-well prediction limits for detection groundwater monitoring wells, trend analysis for detection and background monitoring wells, and up-gradient and down-gradient prediction limits for vadose zone points), and an evaluation of quality control data. Consultant shall ensure that each report contains information including, but not limited to, groundwater data and elevation contour maps, groundwater velocity calculations, and back up information including but not limited to, tabled monitoring well water depths, water sample field data sheets, chain of custody forms, analytical reports, leachate volumes collected, and facility inspection forms. County will provide items such as leachate volumes collected and facility inspection forms.

Consultant shall submit a draft version of each monitoring report (an electronic copy, in Word format, via e-mail) to the County for review and comment approximately 30 days prior to report due date. In addition, Consultant shall provide the County with final reports, incorporating the County's review comments, if any, approximately 15 days prior to the date the report is due to be submitted to the Lahontan RWQCB. Reports are due to the Lahontan RWQCB by July 31, 2014 and January 31, 2015.

Consultant shall provide adequate quality assurance to ensure that the draft and final reports are correct and accurate before submitting the reports to the County. County is not responsible for correcting the report for errors and omissions. Consultant shall accompany the reports with a transmittal letter or executive summary outlining the essential points in the report. Pursuant to Attachment 4 in the MRP, the reports will be accompanied by a completed RWQCB provided Transmittal Cover Letter Form for signature by a County representative.

Consultant shall include the annual report in the second semiannual monitoring report.

Consultant shall include historical results of all monitoring parameters at each monitoring point, a discussion of compliance and corrective actions, and other WDR/MRP annual reporting required items/discussions in the annual report.

Consultant shall provide two bound copies and two CDs with electronic copies of the final report after incorporating the County's review comments (in Adobe Acrobat format) and for the annual report, data files (in MS Excel format).

Upon approval of the final reports by the County, Consultant shall submit the electronic data and Adobe Acrobat version of the reports to State Water Resource Control Board GeoTracker Information System.

Task 3.4 – General Consulting Services

In addition to the services described above, County may request General Consulting Services on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said General Consulting Services exceed the cost allocated in Exhibit B. Work on any General Consulting Services may not proceed until authorized in writing by the Placer County Director of Facility Services. Any approved General Consulting Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

TASK 4 – FORESTHILL LANDFILL

Task 4.1 – Sampling and Analysis

Consultant shall perform water quality sampling and analysis in accordance with the current, approved WDR/MRP for Foresthill – Order No. R5-2005-0069. The water quality sampling and analysis scope of work covers the following liquids: groundwater and leachate (if any observed).

Groundwater Monitoring: Consultant shall obtain groundwater samples from the Foresthill Landfill monitoring wells MW-1, MW-2, MW-3, and MW-5.

Consultant shall monitor the above groundwater monitoring wells quarterly for water levels. Consultant shall sample groundwater monitoring wells on a semiannual basis.

Leachate Monitoring: No leachate has been accumulated / observed at Foresthill Landfill. If leachate is detected, Consultant shall notify the County to determine if sampling and analysis is required. Consultant shall perform all monitoring in accordance with the MRP included in the WDR, and applicable industry standards. Sampling and analysis will be completed on a time-and-material basis under Task 4.4, General Consulting Services, after approval by the Placer County Director of Facility Services.

Methods: Foresthill wells are equipped with dedicated Grundfos Rediflo II submersible pumps. Consultant shall purge using the triple volume method. Samples will be collected after field parameters (pH, specific conductance, turbidity, and temperature) stabilized relative to the previous reading. If the well casing becomes dry during purging, sampling will occur after water recharges to 80 percent of static water level.

Consultant shall assume that purge water is non-hazardous and can be discharged to the ground within the limits of the landfill.

Consultant shall calibrate field instruments used for measurement of field monitoring parameters to the manufacturer's specifications. For groundwater samples, Consultant shall collect a trip blank for each day volatile organic compound samples are collected and have the trip blanks analyzed for volatile organic compounds to evaluate for potential laboratory or field cross contamination.

Consultant shall use a California State certified laboratory, to perform analysis. At each sample point, Consultant shall label the appropriate laboratory provided bottles with sample location, analytical method, date, time, and sampler name. Consultant shall coordinate shipment or with the laboratory courier for the transportation of samples under chain-of-custody control.

Consultant shall have samples analyzed for monitoring parameters as noted in the site specific WDR/MRP. Unless otherwise noted, Consultant shall ensure that the analytical laboratory analyzes the samples using the methods listed in the WDR/MRP. Laboratory analytical results shall be made available to the County within 15 business days following the sampling event.

Task 4.2 – Resampling

Consultant may need to resample individual wells due to an anomalous data, statistical increase, or inoperable pumping equipment encountered during the initial visit. Consultant shall obtain prior approval from the County for all resampling. Each resampling event will cover mobilization, demobilization, travel costs to and from the site and the laboratory, and laboratory analysis. For the purposes of cost estimation, Consultant shall assume two resampling events will be needed per year at the Foresthill Landfill.

Task 4.3 – 2014 First Semiannual and Second Semiannual/Annual Monitoring Reports (2 Reports)

Consultant shall review and compile the analytical data, conduct statistical analyses of the data (where applicable), and prepare the 2014 semiannual and semiannual/annual water quality monitoring reports pursuant to WDR Order No. R5-2005-0069, and associated MRP reporting requirements. Consultant shall include all pertinent information as required by the WDR and MRP in each semiannual monitoring report; including, but not limited to: a discussion and evaluation of the monitoring results, an evaluation as to the effectiveness of the corrective action per MRP Section D.3., tabulated summaries of the analytical results, statistical analyses (inter-well for detection monitoring wells), and an evaluation of quality control data. Consultant shall ensure that each report contains information including, but not limited to, groundwater data and elevation contour maps, groundwater velocity calculations, water quality figures (such as piper/tri-linear

diagrams) if needed, and back up information including but not limited to, tabled monitoring well water depths, water sample field data sheets, chain of custody forms, analytical reports, leachate volumes collected (if any), and facility inspection forms. County will provide items such as leachate volumes collected (if any) and facility inspection forms.

Consultant shall submit a draft version of each monitoring report (an electronic copy, in Word format, via e-mail) to the County for review and comment approximately 30 days prior to report due date. In addition, Consultant shall provide the County with final reports, incorporating the County's review comments, if any, approximately 15 days prior to the date the report is due to be submitted to the Central Valley RWQCB. Reports are due to the Central Valley RWQCB by July 31, 2014 and January 31, 2015.

Consultant shall provide adequate quality assurance to ensure that the draft and final reports are correct and accurate before submitting the reports to the County. County is not responsible for correcting the report for errors and omissions. Consultant shall accompany the reports with a transmittal letter or executive summary outlining the essential points in the report.

Consultant shall include the annual report in the second semiannual monitoring report.

Consultant shall include historical results of all monitoring parameters at each monitoring point, a discussion of compliance and corrective actions, and other WDR/MRP annual reporting requirements in the annual report.

Consultant shall provide two bound copies and two CDs with electronic copies of the final report after incorporating the County's review comments (in Adobe Acrobat format) and data files (in MS Excel format).

Upon approval of the final reports by the County, Consultant shall submit the electronic data and Adobe Acrobat version of the reports to State Water Resource Control Board GeoTracker Information System.

Task 4.4 – General Consulting Services

In addition to the services described above, County may request General Consulting Services on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said General Consulting Services exceed the cost allocated in Exhibit B. Work on any General Consulting Services may not proceed until authorized in writing by the Placer County Director of Facility Services. Any approved General Consulting Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

This Scope of Services may be amended only with the prior written approval of the Consultant and the Placer County Director of Facility Services; however, in no event shall such amendment create any additional liability to the County.

EXHIBIT B
PAYMENT FOR SERVICES RENDERED

Payment to Consultant shall be made by the County on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1.

Consultant shall submit invoices monthly for work performed. Such invoices shall describe in detail the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Hourly time shall be stated in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed **One Hundred Forty One Thousand, One Hundred Fifty Four Dollars, and no/100 (\$141,154.00)**.

This contract allows for General Consulting Services subject to the prior written approval from the Placer County Director of Facility Services up to a maximum amount of **Eleven Thousand, and no/100 (\$11,000)**.

In no event shall the total cost of services provided under this Agreement exceed **One Hundred Fifty Two Thousand, One Hundred Fifty Four Dollars, and no/100 (\$152,154.00)**.

The County may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Consultant's final invoice, and provided all services have been satisfactorily completed, County shall release and pay any withheld retention.

This total dollar amount reflected in this contract does not include any contingency funds for this project.

**EXHIBIT B-1
PAYMENT SCHEDULE**

INDIVIDUAL TASK BUDGETS

Task 1 Loomis Landfill		
<u>Activity</u>		<u>Totals</u>
Task 1.1	Sampling and Analysis	\$20,938
Task 1.2	Resampling	\$2,000
Task 1.3	Semiannual and Annual Monitoring Reports	\$14,570
Task 1.4	General Consulting Services	\$2,000
	Subtotal	\$39,508

Task 2 Meadow Vista Landfill		
<u>Activity</u>		<u>Totals</u>
Task 2.1	Sampling and Analysis	\$17,866
Task 2.2	Resampling	\$2,000
Task 2.3	Semiannual & Annual Monitoring Reports	\$13,861
Task 2.4	General Consulting Services	\$2,000
	Subtotal	\$35,727

Task 3 Eastern Regional Landfill		
<u>Activity</u>		<u>Totals</u>
Task 3.1	Sampling and Analysis	\$31,879
Task 3.2	Resampling	\$2,000
Task 3.3	Semiannual & Annual Monitoring	\$15,956
Task 3.4	General Consulting Services	\$5,000
	Subtotal	\$54,835

Task 4 Foresthill Landfill		
<u>Activity</u>		<u>Totals</u>
Task 4.1	Sampling and Analysis	\$6,173
Task 4.2	Resampling	\$2,000
Task 4.3	Semiannual & Annual Monitoring	\$11,911
Task 4.4	General Consulting Services	\$2,000
	Subtotal	\$22,084

Contract Total \$152,154

Notes:

- 1) Tasks 1.2, 2.2, 3.2 and 4.2: Resampling cost is for two return visits to sample one well, coordination, and analysis.
- 2) Sampling required as a result of observed leachate seep, leachate in previously dry sump, or spring at toe of landfill area will be completed on a time and materials basis under the Resampling or General Consulting Services tasks.

FEE SCHEDULE

SCS ENGINEERS

<u>Management/Professional/Support Personnel</u>	<u>Rate/Hour</u>
Principal.....	\$235
Project Director.....	195
Senior Project/Technical Manager.....	160
Project Manager.....	160
Certified Industrial Hygienist.....	160
Senior Project Professional.....	130
Project Professional.....	115
Construction Superintendent.....	120
Staff Professional.....	95
Project Administrator.....	65
Designer/Drafter.....	80
Administrative/Secretarial.....	65

SCS FIELD SERVICES

<u>Technical Field Personnel</u>	<u>Rate/Hour</u>
Laborer.....	\$46
Technician.....	60
Sr. Technician.....	75
Foreman.....	72
Plant Operator.....	74
Superintendent.....	95
Sr. Superintendent.....	110

<u>Management/Support Personnel</u>	<u>Rate/Hour</u>
Secretarial.....	\$65
Project Administrator.....	65
Designer/Drafter.....	80
Project Professional.....	95
Senior Project Professional.....	130
Project Manager.....	160
Regional Manager/Project Director.....	195

The above rates are in effect between January 1, 2014 and January 31, 2015 and include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project will be billed at cost plus 10 percent. The cost of equipment owned by SCS Field services will not be subject to administrative mark-up. Automobile mileage cost is \$0.55 per mile. Trucks will be charged at \$18/hour. No administrative mark-up will be applied to charges for company owned vehicles. SCS Equipment Rental and Consumable Rates are presented below.

Equipment Rental & Consumable Rates

- 1. Air Compressor ----- \$50, \$200, \$800
- 2.
- Anemometer/Humidity/Pressure/Temperature**
- 3. Davis Turbo Meter Air Flow Meter ----- \$20, \$80, \$320
- 4. Magnehelic Pressure Gauges ----- \$15, \$60, \$240
- 5. Omega HH21 Microprocessor Thermometer - \$20, \$75, \$300
- 6. Omega HHP-2080 Manometer ----- \$50, \$200, \$800
- 7. Professional Equipment Infrared Thermometer -- \$20, \$80, \$320
- 8. Rotameters ----- \$15, \$60, \$240
- 9. Supco CMF Flow Meter Thermometer --- \$20, \$80, \$320
- 10. TSI 8345 Air Velocity Meter ----- \$50, \$200, \$800
- 11. TSI Q-Track 8551 Indoor Air Quality Meter -- \$100, \$400, \$1600
- 12. Tramex The Survey Encounter Moisture Meter -- \$15, \$60, \$240
- 13. Weather Wizard 3 ----- \$40, \$160, \$640
- 14.
- 15.
- Bioaerosol Sampler**
- 16. Aerotech 6 Microbial Sampler ----- \$60, \$240, \$960
- 17.
- Borescope**
- 18. Testa 318-1 Fiber Scope ----- \$20, \$75, \$300
- 19.
- Calibrators**
- 20. Bios DryCal DC-Lite ----- \$50, \$200, \$800
- 21. Quest Technologies QC-10 ----- \$20, \$80, \$320
- 22.
- Electronic Devices**
- 23. Digital Camera ----- \$20, \$80, \$320
- 24. Laptop ----- \$20, \$80, \$320
- 25.
- 26. Generators ----- \$50, \$200, \$800
- 27.
- Gas Sampling Equipment**
- 28. Bellows Pump ----- \$45, \$180, \$720
- 29. Drager Hand Pump ----- \$45, \$180, \$720
- 30. Gastec Hand Pump Set ----- \$45, \$180, \$720
- 31. GEM 2000 Landfill Gas Detector -- \$140, \$560, \$2240
- 32. MiniRae 2000 Photo Ionization Detector ----- \$90, \$360, \$2240
- 33. MultiRae Plus Multi Gas Detector -- \$90, \$360, \$1050
- 34. RKI Eagle 401 Multi Gas Detector -- \$80, \$320, \$1280
- 35. SKC Vacuum Box ----- \$30, \$120, \$480
- 36. TVA 1000B Flame Ionization Detector -- \$130, \$520, \$2080
- 37. TVA 1000B Dual (P.I.D.) & (F.I.D.) Detectors - \$150, \$600, \$2400
- 38. 39.
- 40. Inverter ----- \$20, \$80, \$320
- 41.
- Light Meter**
- 42. Extech Instruments 401027 Light Meter ----- \$20, \$80, \$320
- 43.
- Measuring Devices**
- 44. Measuring Wheel ----- \$15, \$60, \$240
- 45. Laser Distance Measurer ----- \$15, \$60, \$240
- 46.
- 47. Metal Detectors ----- \$20, \$80, \$320
- 48.
- Particle Sampler**
- 49. SKC GS-3 Respirable Dust Cyclones -- \$20, \$80, \$320
- 50. Zefon Bio Pump ZBP-1000 ----- \$40, \$160, \$640
- 51.

- Rental Rates are listed in order of Day/Week/Month
- 52. Power Tools ----- \$15, \$60, \$240
 - 53.
 - Sample Pumps**
 - 54. Hi-Flow Pumps (Asbestos Sampling) - \$45, \$180, \$720
 - 55. SKC Hi & Low Flow 224-44XR Pump -- \$35, \$140, \$560
 - 56. SKC Hi & Low Flow 224-44XR Pumps (5 Pack) - \$90, \$450, 1800
 - 57. SKC Low-Flow 222-4 Pump ----- \$30, \$120, \$480
 - 58. SKC Low-Flow 210-1002 Pump ----- \$30, \$120, \$480
 - 59.
 - Soil Sampling Equipment**
 - 60. Auger Soil Sampling Kit ----- \$80, \$320, \$1280
 - 61. Dig Bar ----- \$10, \$40, \$120
 - 62. Flighted Auger kit with Bosch Rotary Hammer -- \$100, \$400, \$1600
 - 63.
 - 64.
 - Sound Level Meter**
 - 65. Quest Technologies 2900 Sound Level Meter -- \$100, \$400, \$1600
 - 66.
 - Sump Pump**
 - 67. Little Giant 6-CIM-R 1/3horsepower ----- \$65, \$260, \$1040
 - 68.
 - Water Sampling Equipment**
 - 69. AMI Water Sampling Trailer ----- \$200, \$800, \$3200
 - 70. Grundfos Redi-fo Variable Frequency Drive --- \$50, \$200, \$800
 - 71. Heron/EnviroSupply H.OIL OIL/Water Interface Probe --\$45, \$180, \$720
 - 72. Heron Instrument Sm.Oil Interface Meter ---45, \$180, \$720
 - 73. Horiba U-10 ----- \$60, \$240, \$960
 - 74. ISCO 3700 Waste Water Sampler -- \$80, \$320, \$1280
 - 75. QED Micro Purge Flow Cell MP20 - \$100, \$400, \$1600
 - 76. QED MP-10 Micro purge Basic Controller --- \$75, \$300, \$1200
 - 77. Sigmamotor 6200 Waste Water Pump --- \$75, \$300, \$1200
 - 78. Solinst Water Level Meter ----- \$30, \$120, \$480
 - 79. Water Level Meter for Leachate --- \$15, \$60, \$240
 - 80.
 - Consumables** Consumable prices are subject to change.
 - 81. PPE Bag -- \$25 per day, \$75 per week, \$200 per month
 - 82. 55 gallon drum ----- \$44 per drum
 - 83. Asbestos Filter (MCE, 0.8 µm, PCM Analysis) ----- \$2
 - 84. Asphalt Hole Patch (5gallon pail) ----- \$20 per pail
 - 85. Baby Wipes ----- \$4 per package
 - 86. Bentonite/Enviroplug (50 lbs. bag) ----- \$30 per bag
 - 87. Portable Calibration Gas Canister - \$75 per canister
 - 88. Cement & Concrete (10 gallon) ----- \$16 per pail.
 - 89. Colorimetric Detector Tubes ----- \$75ea.
 - 90. Disposable Bailers 0.7" dia. ----- \$15ea.
 - 91. Disposable Bailers 2" dia. ----- \$20ea.
 - 92. Distilled Water 2.5 Gallon Container -- \$5 per container
 - 93. Non-Permanent Upside-Down Paint ----- \$9ea.
 - 94. Pad Locks ----- \$12ea.
 - 95. PVC Piping ----- \$4ea.
 - 96. Sand (100 lbs. bag) ----- \$15 per bag
 - 97. Soil Sampling Tubes 1.5" Brass & Stainless Steel -- \$5ea.
 - 98. Soil Sampling Tubes 2" Brass & Stainless Steel -- \$6ea.
 - 99. Vapor Probe Valve (includes bushing, coupling, and valve) --\$15

100. Miscellaneous	Amount

**EXHIBIT C
FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

To permit the Consultant to render the services required herein, the County shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manager.
2.
 - a. As necessary, Certified laboratory results and Chain of Custody forms for each monitoring event.
 - b. As necessary, Field data sheets for each monitoring event.
 - c. As necessary, Quarterly / Semi-Annual monitoring well depths.
 - d. Monthly leachate generation figures.
 - e. Monthly facility inspection checklist forms.
 - f. Other landfill management information needed for the routine sampling.
3. County shall promptly review any and all documents and materials submitted by Consultant.
4. County shall repair any inoperable County-owned equipment.
5. County shall provide access to all monitoring locations.

All other information, facilities, and equipment required to complete the services described Exhibit A of this Agreement shall be provided by Consultant.

**EXHIBIT D
GENERAL PROVISIONS**

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the County.
2. **Licenses, Permits.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
3. **Time.** Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **Hold Harmless and Indemnification Agreement.** The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers.

5. **Insurance.** CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Additional Requirements:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT 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 CONSULTANT'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.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers.

6. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

7. **Assignment/ Subcontracting Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by County or as set forth in Exhibit A, Scope of Services.

8. **Personnel.**

- A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from County.
- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

9. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. **Termination.**

- A. In the event County, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photo-stating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.

B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

11. **Non-Discrimination**. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

12. **Records**. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. **Ownership of Information**. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. **Conflict of Interest**. Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. **Entirety of Agreement**. This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or

promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. General Compliance With Laws. The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are on file with and available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Consultant agrees and acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmucmu.html>.

Consultant further agrees to comply with all other related provisions of the California Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified. Consultant agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

19. Construction and Interpretation. It is agreed and acknowledged by Consultant that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

