

MARIPOSA COUNTY

Public Works • (209) 966-5356



RESOLUTION - ACTION REQUESTED 2015-444

MEETING: September 15, 2015

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve Agreement with Golder Associates for Well Installation at the Mariposa County Landfill

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Golder Associates to Install Three Off-Site Groundwater Monitoring Wells at the Mariposa County Landfill in the Not to Exceed Amount of \$69,792, and Authorize the Public Works Director Sign the Agreement. Work to be completed will include: sample of groundwater of new wells, obtain gas samples for VOC analyses, analyze groundwater and leachate for stable and radioactive isotopes, prepare Evaluation Monitoring Program (EMP) and Engineering Feasibility Study (EFS) report.

The installation should occur before the onset of the rainy season due to possibility of limited access caused by wet conditions. The well installation is anticipated to take approximately three weeks. The EMP/EFS reports will take an additional four weeks to complete.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On November 13, 2014, the work-plan for this project was submitted to the Regional Water Quality Control Board.

On July 15, 2014, with Resolution No. 2014-354, the Board approved the purchase of 7.6 + / - acres for the purpose of installing monitoring wells to monitor groundwater quality down gradient of the Mariposa Landfill as required by the State of California Regional Water Quality Control Board.

On March 21, 2014, a Notice of Violation was issued for continued non-compliance of the Evaluation Monitoring Specifications from the Central Valley Regional Water Quality Control Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. The County will continue to be out of compliance with the Central Valley Regional Water Quality Control Board and face possible fines in the future.

FINANCIAL IMPACT:

There is sufficient funding in the Solid Waste & Recycling fund for this Agreement. A request to transfer funding to the appropriate line item within the Solid Waste fund will be included with the Balancing Adjustments. There is no impact to the General Fund.

ATTACHMENTS:

PSA-Golder Associates (PDF)

CAO RECOMMENDATION

Requested Action Recommended



Mary Hodson, CAO

9/10/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 15th day of September, 2015 between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Golder Associates
425 Lakeside Drive
Sunnyvale, CA. 94085

ARTICLE 1. TERM OF AGREEMENT

- 1.01** Agreement Term: This Agreement shall become effective on September 15, 2015, and shall terminate on June 30, 2016, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01** Independent Contractor: It is the express 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.
- 2.02** Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.
- 2.03** Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.01** Scope of Services: Contractor agrees to perform the services as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by the Public Works Director or his/her

designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of \$69,792 for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

- Total sum to be paid upon completion of services,
or
 Incremental payments based on the following schedule:
Submittal of monthly invoices

Funding Source: 601-0404-651-0645

- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide

working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

- 5.02** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.03** General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least \$1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.04** Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.
- 5.05** Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.
- 5.06** Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- 5.07** 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.

5.08 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.

5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.11 Assignability of Agreement: 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.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
 2. Death of Contractor.
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 7.04** Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the

same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.


8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:



Tony Stobbe
Public Works Director

9/14/15
Date

CONTRACTOR:

Golder Associates



(Signature)

9/10/15
Date

APPROVED AS TO FORM:



STEVEN W. DAHLEM
Date



August 20, 2015

Project No. 053-7487-15

Mr. Greg Ollivier
 Mariposa County Department of Public Works
 4639 Ben Hur Road
 Mariposa, CA 95338

RE: Proposal to implement the Updated Evaluation Monitoring Program Workplan, Mariposa County Landfill

Dear Mr. Ollivier:

This letter presents Golder Associates Inc.'s (Golder) proposal to implement the updated workplan for the Evaluation Monitoring Program (EMP) at the Mariposa County Landfill.¹ The updated workplan was submitted to the Regional Water Quality Control Board on November 13, 2014.

Proposed Scope of Work

The updated EMP was designed to assess the extent of impacted groundwater and to evaluate the source of the VOCs in groundwater. The following tasks were proposed in the EMP:

- Install three off site groundwater monitoring wells
- Develop and sample groundwater from the new wells
- Obtain landfill gas samples for VOC analyses
- Analyze groundwater and leachate samples for stable and radioactive isotopes
- Prepare EMP and Engineering Feasibility Study (EFS) report

This report will likely include the following:

- A discussion of drilling and well installation
- Boring logs, well completion diagrams, and well development data for the new groundwater monitoring wells
- A map showing the locations of all existing and new monitoring points at the Landfill
- An evaluation of the groundwater analytical findings
- An evaluation of the soil vapor/landfill gas sampling and the isotope analyses, with indications of the likely source of groundwater impact
- A summary of all EMP findings, conclusions, and relevant EFS recommendations

Schedule and Cost

The well installations should occur prior to the onset of the rainy season; otherwise access may be limited due to wet conditions. We anticipate the well permit process and scheduling a drilling contractor to take at least two weeks. The well installations are anticipated to take 3 days. The wells will be developed at least 48 hours following completion. Laboratory analyses usually take up to three weeks to complete. Golder will prepare the draft EMP/EFS report within one month following receipt of the analytical results.

¹ Golder Associates Inc., November 11, 2014, *Updated Evaluation Monitoring Program Workplan, Mariposa County Landfill*.
 EMP Proposal Mariposa County Landfill 8-20-15.docx



Golder proposes to complete the scope described above for an estimated fee of \$69,792 (see attached cost estimate). We will bill you on a time and expenses basis and will not exceed our estimate without your prior approval.

Golder sincerely values its relationship with Mariposa County, and is appreciative of the opportunity to provide this proposal. Please feel free to call if you have any questions.

Sincerely,
GOLDER ASSOCIATES INC.

Kris H. Johnson

Kris H. Johnson, P.G. 4496, C.E.G. 1763
Associate and Senior Consultant

Attachments: Cost Estimate

GOLDER ASSOCIATES, INC.

COST ESTIMATE

CLIENT: Mariposa County
 PROJECT: Mariposa County Landfill, Phase 3 EMP

DATE: August 20, 2015
 PROJECT NO. 053-7487-15

ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST	SUB-TOTAL	TASK TOTAL
------------------	------	-----------	----------	------	-----------	------------

SUMMARY:						
TASK 1 - Drilling and Well Installations						\$45,391
TASK 2 - Well Development & Sampling						\$10,622
TASK 3 - Landfill Gas Sampling						\$4,117
TASK 4 - Data Analysis and EMP Phase 3 Report						\$9,662
Project Estimate						\$69,792

TASK 1 - Drilling and Well Installations

Install 3 2-inch diameter PVC wells to ~80 feet

Professional Services

Geologist	hour	\$115	40	\$4,600		
Sr. Consultant	hour	\$210	4	\$840	\$5,440	
Communications Fee (report repro)	5% Labor			\$272	\$272	

Materials and Equipment

4x4 Field Truck	day	\$85	4	\$340		
Mileage	mile	\$0.575	350	\$201		
Per Diem	day	\$150	4	\$600		
Water Level Indicator	day	\$20	3	\$60		
Miscellaneous Materials	lot	\$100	1	\$100	\$1,301	

Indirect Charges

Drilling Subcontractor

Mob/de-mob	lump	\$3,500	1	\$3,500		
Drilling and Well Installation	day	\$5,200	4	\$20,800		
Materials	each	\$12	240	\$2,880		
Fork lift and cuttings hopper	day	\$450	4	\$1,800		
per diem (3-man crew)	day	\$450	4	\$1,800		
Well Monument	hrly	\$850	3	\$2,550		
Support Truck/decon	lot	\$250	4	\$1,000	\$34,330	

Miscellaneous

Well Permits	each	\$186	3	\$559	\$559	
Administrative Expense (10%)					\$3,489	

TASK TOTAL \$45,391

ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST	SUB-TOTAL	TASK TOTAL
------------------	------	-----------	----------	------	-----------	------------

TASK 2 - Well Development & Sampling

Develop and sample 3 new wells.

Professional Services

Technician	hour	\$100	20	\$2,000		
Project Geologist	hour	\$135	2	\$270	\$2,270	
Communications Fee (report repro)		5% Labor		\$114	\$114	

Materials and Equipment

4x4 Sampling Truck	day	\$85	2	\$170		
Mileage	mile	\$0.50	350	\$175		
Per Diem	day	\$150	1	\$150		
Water Level Indicator	day	\$20	2	\$40		
Sampling Pump	day	\$100	2	\$200		
Well Development Equipment	day	\$100	2	\$200		
Miscellaneous Materials	lot	\$100	1	\$100	\$1,035	

Indirect Charges

TDS	each	\$10	3	\$30		
Alkalinity (bicarbonate, carbonate)	each	\$16	3	\$48		
Chloride	each	\$9	3	\$27		
Nitrate/nitrite as N	each	\$10	3	\$30		
Sulfate	each	\$9	3	\$27		
Ca, Mg, K, Na	each	\$34	3	\$102		
VOCs (EPA 8260, App. I)	each	\$70	3	\$210		
H2, C13, O18	each	\$200	9	\$1,800		
Tritium (H3)	each	\$450	9	\$4,050		
Bromide	each	\$25	9	\$225	\$6,549	
Administrative Expense (10%)					\$655	

\$10,622

TASK 3 - Landfill Gas Sampling

Sample landfill gas at 5 temporary points.

Professional Services

Technician	hour	\$115	20	\$2,300		
Sr. Consultant	hour	\$210	2	\$420	\$2,720	
Communications Fee (report repro)		5% Labor		\$136	\$136	

Materials and Equipment

4x4 Field Truck	day	\$85	1	\$85		
Mileage	mile	\$0.575	350	\$201		
Soil Vapor Probe	day	\$150	1	\$150	\$436	

Indirect Charges

TO-15, methane	each	\$150	5	\$750	\$750	
Administrative Expense (10%)					\$75	

TASK TOTAL

\$4,117

TASK 4 - Data Analysis and EMP Phase 3 Report

Professional Services

Administrative Support	hour	\$85	1	\$85		
Drafter	hour	\$110	10	\$1,100		
Staff Geologist	hour	\$115	32	\$3,680		
Project Geologist	hour	\$135	16	\$2,160		
Sr. Consultant	hour	\$210	8	\$1,680	\$8,705	
Communications Fee (report repro)		5% Labor		\$957	\$957	

TASK TOTAL

\$9,662