RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No X)

Authorize the Interim Director of Public Works to execute a contract, after review and approval for form and legal sufficiency by County Counsel, and waive selection procedures of professional services for an engineering firm, to be selected by Public Works, for the five identified hazardous materials contaminated sites preliminary investigations.

The Health Department has given us short deadlines (see attached memos) to investigate areas of contamination at five County sites and report findings and proposed remedial action. This schedule does not allow adequate time to go through the normal selection procedure and contract approval with the Board of Supervisors.

The estimated cost for this phase of the clean-up efforts total about $37,000. The costs could change depending on actual site conditions encountered. The costs to date have been absorbed by the Road Fund, as three of the five sites are road maintenance facilities. The Board previously authorized Roads to invoice the Airport and Sheriff's Office for their fair-share costs. No invoices have been sent to date.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In March, 1992, the Health Department requested that Public Works formally investigate possible contaminated sites. Specifically, there were five problem areas: the Ben Hur road yard, Hornitos road yard, Coulterville road yard, airport, and Sheriff's Office (see attached memo). Also, there were several nearby wells mentioned in this memo that were considered a high priority and were to be tested for hydrocarbons by August, 1992 (as authorized by the Board on 8-04-92), leaving the contaminated sites to be dealt with at a later date. This testing was accomplished at a cost of about $8,000 and showed minor and inconclusive contamination of a few wells.

On January 12, 1993, the Health Department brought a status report and recommendation (see attached) before the Board of Supervisors to proceed with further site investigation and a clean-up schedule. The Board directed Public Works to bring back a proposal for a consultant to review each of the sites and method of financing a cleanup.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Deny request. This will further delay investigation and remediation of known contaminated sites which could also result in possible intervention and fines by the State Water Quality Control Board.

2. Require the Health Department to perform the investigations (as they have the trained personnel) with outside professional services as necessary.
| COSTS: | | SPECIAL INSTRUCTIONS: |
|-------|---------------------------------------------------|
| A. Budgeted current FY | $0 | List the attachments and number the pages consecutively: |
| B. Total anticipated costs | $37,000 | 1. Conway/Pollard Memo 3/19/92 (4 Pages) |
| C. Required additional funding | $37,000 | 2. Mosher/Board of Supervisors Memo 1/05/93 (5 Pages) |
| D. Internal transfers | | 3. Conway/Edwards Memo of 2/09/93 (3 Pages) |
| A. Unanticipated revenues | $ | |
| B. Reserve for contingencies | $ | |
| C. Source description: Road Fund * | | |
| Balance in Reserve Contingencies, if approved: | $ | |

* With invoices to Airport and Sheriff's Office for fair-share costs.

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<td>Res. No.: 93-147</td>
<td>This item on agenda as:</td>
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The foregoing instrument is a correct copy of the original on file in this office.

Date: 

ATTEST: MARGIE WILLIAMS, Clerk of the Board 
County of Mariposa, State of California 
By: Deputy 

A.O. Initials: 

Action Form Revised 5/92
MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: MIKE EDWARDS, INTERIM PUBLIC WORKS DIRECTOR
FROM: MARGIE WILLIAMS, CLERK OF THE BOARD
RE: PRELIMINARY HAZARDOUS MATERIALS CONTAMINATED SITES INVESTIGATION - COUNTY PROPERTY

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on March 9, 1993

ACTION AND VOTE:

B) Resolution Authorizing the Interim Director of Public Works to Execute a Contract and Waive Selection Procedures of Professional Services for Preliminary Hazardous Materials Contaminated Sites Investigation BOARD ACTION: Input was provided by Mike Edwards and Dr. Mosher. Res. 93-147 adopted authorizing Public Works to hire a consultant, with direction given for Public Works to proceed expeditiously on this matter, but not drop other projects just to meet the timelines on this project; and to utilize the bid process for the clean-up phase/Ayes: (M)Baggett, (S)Balmain, Erickson, Parker; Excused: Taber.

cc: Dr. Mosher, Health Officer
    Evelyn Billings, Auditor
    Jeff Green, County Counsel
    File
March 19, 1992

TO : Larry Pollard, Public Works Director
FROM : David L. Conway, REHS, Mariposa County Sanitarian
SUBJECT: Possible County Owned Contaminated Sites

Per our previous conversations and memorandum, please be advised that the Mariposa County Health Department is requesting that you formally investigate the possible contaminated sites operated by the Mariposa County Public Works Department. Our records indicate that there are potentially 5 problem sites. Specifically, the Mariposa County Airport, the Ben Hur County Yard, the Hornitos County Yard, the Coulterville County Yard, and the Sheriff’s Office in Mariposa.

With regards to the Mariposa Airport, the records at the Mariposa County Health Department indicate that there were possible leaks in the fill and vent tubes at the 10,000 gallon, 100 octane fuel tank. The County should do exploratory borings and soil sampling below the fill and vent piping as well as installing a monitoring well near the tank to test ground water for fuel contamination. If these tests indicate that a leak did occur, you shall then test all drinking water wells within 1,000 feet of the contaminated area.

With regards to the Ben Hur County Yard, records at the Mariposa County Health Department indicate that a 550 gallon diesel tank was removed in 1988. This office has test results indicating contamination beside and below a fuel tank from 1987 which indicate that there is soil contamination at this site but no further investigation was conducted and there are no test results indicating that the site was cleaned. There is an indication in the record that a 1,000 gallon diesel tank was removed in 1986. This tank was apparently located beside the tanks that were removed in 1991. There is no indication in the record as to what happened to the tank or the contaminated soil around it. The record indicates that a gasoline tank identified as P-1 1,000 gallons was removed in February of 1991. There was minor contamination noted on the soil test. This office has no record of the exact location of this tank or soils tests to verify that the site was clean prior
to back filling. It has been noted through inspections that the soil around the above ground tanks at this site appears heavily contaminated with hydrocarbons. This area should be explored to determine the vertical and horizontal extents of contamination and once cleaned up a containment bunker should be constructed to prevent future contamination of this site. This site must be tested to insure that all contaminated soils have been removed. Recent excavations at this site uncovered an area of contaminated soils. This area must be investigated.

Please provide this office with the following information with regards to the Ben Hur Yard:

1. The location of all wells, either existing and in use or abandoned, within 1,000 feet of the County Yard.

2. Test results of samples taken from all wells within 1,000 feet of the Yard.

3. A detailed report outlining the vertical and horizontal extent of contamination between the old garage and Public Works building.

4. The location of any and all underground tanks, either existing or removed.

With regards to the Hornitos County Yard, the records maintained in this office indicate that there was soil contamination around a tank removed in 1987. There is heavy surface contamination reported in a UGT inspection in 1992. There is a report indicating that there were leaking underground tanks removed in 1987. Please provide the County Health Department with the following information regarding this site:

1. A detailed report outlining the vertical and horizontal extent of contamination in the previously removed underground tank sites as well as a report indicating the vertical and horizontal extent of the soil contamination visible on the surface.

2. Provide test results from water samples taken from wells on-site, as well as any wells within 1,000 feet of the Yard.

With regards to the Coulterville County Yard, the records maintained by the County Health Department indicate that a underground fuel tank failed its integrity test in 1991 and was subsequently removed from service. The cause for this failure must be investigated and if found to be possible/probable that the fuel tank leaked, the tank should be removed from the ground and soils tested to insure that there is not contamination of this site. This must be done under permit from this office. The record also indicates that there is surface contamination in and around this area which should be investigated.
Please provide this office with the following information regarding this site:

1. A detailed map locating all wells, either in use or abandoned, within 1,000 feet of the site.

2. Test results from those wells listed in 1.

3. A report detailing your investigation as to why the tank failed its integrity test.

4. A report detailing the vertical and horizontal extent of contamination.

With regards to the Mariposa County Sheriff's Office, the records maintained by the County Health Department indicate that an underground tank was removed in approximately 1988. There is no indication in this record as to why this tank was removed or if there were soils tests done to determine whether or not the site is contaminated. This site must be investigated and soil borings to obtain samples should be done.

In conclusion, the following items shall be accomplished:

1. Water wells within 1,000 feet of the Ben Hur Yard, the Coulterville Yard, and the Hornitos Yard, shall be located and a report delivered to the Health Department showing their exact location with reference to the county site by 3/26/92. If 10 or fewer wells are found to be located within 1,000 feet of each of the individual yards then all wells relative to that site shall be tested for contaminants as follows:

   TPH-G via Method EPA (5030)
   TPH-D via Method EPA (3510)
   Oil & Grease via Method EPA 602
   Chlorinated hydrocarbons via Method EPA 601

   Heavy Metals: Cd, Cr, Pb, Zn, Ni via AA or ICAP
   PCB, PCP, PNA, Creosote via Method 8270

   If a greater number of wells is located near any one of these sites then you should contact this office for further direction.

2. A site evaluation prepared by a civil engineer or registered geologist, describing the horizontal and vertical extent of contamination at the recently discovered waste oil dump.

3. A report outlining the exact location of all existing and removed tanks at the Ben Hur Yard, Coulterville Yard, and Hornitos Yard.
4. Soil borings and samples should be taken at the airport tank. Soil samples should be taken every 20' along and below the product pipelines. Soils should be sampled for TPH-G via EPA Method 5030, BTX and E via EPA Method 8020, and Total Lead via Atomic Absorption. A monitoring well shall be installed down gradient from the existing tank and the groundwater tested for the following contaminants:

A. TPH-G via EPA Method (5030)
B. BTX&E via EPA Method 602
C. Total Lead via AA

5. The Sheriff's Station tank site shall be investigated to determine if there is contamination at the site.

6. The Coulterville County Yard site shall be investigated in a manner similar to the Ben Hur Yard in number 2 above.

7. The Hornitos County Yard site shall be investigated in a manner similar to the Ben Hur Yard in number 2 above.

The Health Department is aware of the fact that you would like to address these sites in a "by priority" manner; however, due to the potential Public Health problems associated with contaminated drinking water, this office feels that those priorities should be directed towards insuring that the underground water is not already contaminated. Therefore, please arrange to have all wells within the scope of this letter tested by March 31, 1992. Once we have received those test results we will be happy to discuss further prioritization of these sites.
January 5, 1993

TO : Board of Supervisors
FROM : C. B. Mosher, MD, Health Officer
SUBJECT : Status of the Investigation of Known or Suspected Contaminated County Sites

I. BACKGROUND

Over a year ago, staff informed me of institutional knowledge about sites on County property where underground tanks were in place or had been removed. These were sites with known contamination of soil that wasn't cleaned up adequately, removal of underground tanks where soil was not tested for contamination, and/or sites where leakage, either above or below the ground, was suspected but not investigated. Staff expressed to me concern that the County Department of Public Works had not, at the times of these incidents (dating back as far as 1987), responded in what Health Department staff felt was an appropriate manner. With the assistance of Nommie Brown and Dave Conway of this office, investigation of available files, and discussion with knowledgeable County employees, has lead to the following findings:

1. Ben Hur Road Yard:

1987 - Diesel contamination in soil at side and below a removed tank. No documentation of site clean up.

1988 - 550 gallon diesel tank removed, records indicate hole in tank. No site evaluation done.

February 1991 - "P-1" gas tank removed; minor contamination noted with no documentation of clean up.

1991 - Inspection report notes heavy surface contamination and possible over spill contamination.

1991 - Excavation behind office uncovered an area of heavy contamination.
2. Hornitos Road Yard:

1987 - Underground tank removed with documentation in the file of soil contaminated with diesel. No documentation of clean up.

1992 - Heavy surface contamination noted during inspection.

3. Coulterville Yard:

1991 - Tank failed integrity test, tank then emptied. No documentation, to date, of investigation of cause of failure and possible soil contamination.

1992 - Inspections revealed surface contamination at site.

4. Sheriff's Department:

1986 - Tank failed testing; leak reported to State and possibly discussed with Board of Supervisors (June 24, 1986). In 1988, this tank was removed without permit. There is no documentation of soil testing for contamination.

5. Airport:

1991 - A leak was reported in above ground piping leading from a 10,000 gallon underground storage tank. Leak subsequently repaired. No documentation of investigation of status of soil.

In October of 1991, I sent a memo to Larry Pollard with copies to the Administrative Officer, outlining the concerns about the above-mentioned sites, requesting any available information in the files at the Public Works Department, and directing them that the investigation of the sites be initiated. This was followed up with meetings between Health Department staff and Public Works staff. Subsequently, Dave Conway sent a memo to Larry Pollard on March 19, 1992, giving much more detailed directions about the kind of investigation that would be required.

II. TESTING THE WATER

Because there were several County sites involved, and because information about the extent (or even existence) of contamination of the sites was minimal or nonexistent, it was decided that the investigation and clean up should be prioritized for purposes of addressing the highest risk situations first, and for rational budgeting of the expenses involved. Since the major concern with contamination from petroleum tanks is that the water might be impacted, and
because of the length of time that had elapsed since some of the contamination was presumed to have begun, we decided to investigate for water contamination first. Any site with water contamination would have to have the highest priority.

Working together, Health Department staff and Public Works staff identified all existing water wells within a 1,000 foot radius of each of the five sites. Health Department staff then selected wells to be tested. The plan is that if any contamination is found, we will have to consider expanding the water testing perhaps beyond the thousand foot radius and also consider drilling monitoring wells as needed.

Once the extent of water contamination, if any, has been determined, the extent of soil contamination will need to be determined. With that information, then sites can be prioritized for clean up.

III RESULTS SO FAR

Water well testing has shown the following:

1. At the Ben Hur Yard, six private wells were tested. Five had no contamination with diesel or gasoline. One private well was found on the initial round of testing to contain low levels of diesel fuel. The resident was advised not to drink the water from his well until further notice. The well was immediately retested and the results showed no diesel contamination. Two of three wells showed oil and grease contamination with no significant heavy metal contamination.

2. Hornitos Yard, two water wells were tested. No gasoline or diesel contamination was found in either. One well showed oil and grease; one showed a metal.

3. Coulterville Yard, two water wells were tested and there was no sign of contamination.

4. Sheriff's Department, three water wells were tested and no contamination was found.

5. Airport, one water well was tested, and in one case, low levels of lead were detected. The source of the lead is unclear. The level of lead is so low that it doesn't violate State Office of Drinking Water standards and is deemed not to present a health risk. In consultation with the State Office of Drinking Water, we were advised that, if this level of lead were found in a public well, they would not require any action nor would people be advised to stop drinking the water.
IV THE NEXT PHASE

A. Further water testing should be done as follows:

Ben Hur: All downgradient wells in the area of the Ben Hur Yard should be tested since the first round of tests uncovered some evidence of groundwater contamination and the presumed source and extent of contamination needs to be defined.

Hornitos: Monitoring wells should be placed as part of the site investigation.

B. Site investigation should be conducted on all five sites including soil samples to be tested for contamination to determine whether contamination is present, how much contamination is present, and the extent of the contamination. This should be done simultaneously with any repeat water testing. A target date for the completion of these site evaluations must be established. A consultant must be retained for this phase. The cause of failure of the tank at the Coulterville Yard must be investigated.

C. CLEAN UP. Clean up of these sites, including treatment of the soil, can begin once we have the above information. With that information, we will be able to prioritize the sites and get reasonably accurate assessments of the cost of the clean up for presentation to the Board for budgeting purposes.

cc: Larry Pollard, Director, Public Works
    Roger Matlock, Sheriff
    Dave Conway, REHS
    County Sites Hazardous Materials Spills File
RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes [x] No [ ])
Recommend Board direct staff to proceed with further water testing and site investigation as outlined in attached memo. Contamination at some of the sites has been documented and requires formal investigation so that clean up can be scheduled.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has been kept informed of progress on these sites by memo (April 16, 1992, June 8, 1992) and by discussion during deliberations on the Sierra Motors site clean up (April 21, 1992) and update of Health Department activities (December 1, 1992).

Resolution 92-415 authorized payment for testing the wells (August 4, 1992).

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failure to proceed might jeopardize the public health to a degree not yet elucidated and would likely trigger intervention by the Water Quality Control Board.
February 9, 1993

TO : Mike Edwards, Acting Director, Public Works

FROM : David L. Conway, REHS
       Mariposa County Environmental Health Services

SUBJECT: Contaminated Sites

VOLD: Revised memo coming that pushes dates back by 15 days

Per our previous conversations, the timeline for activity concerning the County contaminated sites is as follows:

1. By March 15, 1993, submit Preliminary Investigation and Evaluation Reports (PIER), including a site specific workplan including time schedule, to determine the extent of soil and/or groundwater contamination and complete a Problem Assessment Report (PAR) for the Ben Hur County Yard and the Coulterville County Yard. PIERs and PARs are to follow the Tri-Regional recommendations and Appendix A reporting requirements (enclosed).

2. By April 15, 1993, submit a PIER with site specific workplan, including time schedule, to determine the extent of soil and/or groundwater contamination and complete a PAR for the Hornitos County Yard.

3. By May 15, 1993, submit a PIER and site specific workplan, including time schedule, to determine the extent of soil and/or groundwater contamination and complete a PAR for the Mariposa County Sheriff's Station and Mariposa County Airport.

Upon acceptance of the site specific time schedules by the Mariposa County Health Department, the Mariposa County Public Works Department will begin work in compliance with their proposed time schedule.
Beginning March 15, 1993, submit quarterly progress reports which provide results of sampling groundwater and analyzing for total petroleum hydrocarbons at all sites in accordance with approved site specific workplans. In addition to further actions being taken to meet the requirements of this letter, information and discussions in the reports shall contain, as a minimum, and as applicable, the following:

1. Brief status report on the progress of the work directed in numbers 1, 2, and 3 above.

2. Method of cleanup to date, any proposed additional clean up actions and approximate cost of actions taken to date.

3. Method and location of disposal of the released hazardous substance and any contaminated soils or groundwater or surface water (indicate whether a hazardous waste manifest is utilized).

4. Running and downtimes for various treatment systems.

5. A log of site visits by those maintaining any treatment systems.

6. Quantities of hydrocarbons treated during reporting period and cumulative to date.

7. Site map clearly indicating the zone of capture and contamination plumes.

8. Groundwater elevation and contamination (site specific as described in previous letters to Larry Pollard) contour maps.

9. Estimated quantity of contamination remaining, both soil and groundwater.

10. Estimate for when remediation will be complete, both soil and groundwater.

11. Hydrocarbon concentration being extracted from each system.

12. Average extraction rates for all treatment systems (e.g., gallons per minute).

13. Proposed adjustments to increase efficiency of systems for the next quarter.

14. Evaluations of the overall treatment program.

15. Proposals to correct deficiencies (e.g., installation of additional extraction wells).

16. Compliance with other regulatory agencies' requirements.
17. Tabulated results of all previous sampling.

If you have any questions concerning this matter, please feel free to contact me Tuesday through Friday.

cc: Eric Erickson, Acting CAO
    C. B. Mosher, MD, Health Officer
February 17, 1993

TO : Mike Edwards, Acting Director, Public Works
FROM : David L. Conway, REHS
SUBJECT: Contaminated Sites

The purpose of this memo is to document our telephone conversation of this date in which we agreed to a modified time schedule for activities concerning the County's contaminated sites which were outlined in a letter dated February 9, 1993. You reported that the bid process for obtaining a contract with the consultant would not allow you to meet the March 15th deadline, therefore, we agreed to postpone each of the deadlines listed in that February 9, 1993, letter by 15 days, therefore, the deadlines have been moved to the following:

1. By March 15, 1993, the Public Works Office will secure the services of a consultant.

2. By March 30, 1993, the PIER for Ben Hur and Coulterville Yards will be submitted.

3. By April 30, 1993, the PIER for Hornitos County Yard will be submitted.

4. By May 30, 1993, the PIER for the Mariposa County Sheriff's Station and Mariposa County Airport will be submitted.

We further discussed the issue of the importance of meeting these deadlines as the Mariposa County Health Department and the Regional Water Quality Control Board have enforced strict time lines upon other agencies in the past; therefore, it would be inappropriate for us to treat the County differently.

If you have any questions concerning this matter, please feel free to contact me Tuesday through Friday.
AGREEMENT FOR
PRELIMINARY ENVIRONMENTAL INVESTIGATION
FOR
FIVE CONTAMINATED SITES

The following is an Agreement between the County of Mariposa, hereinafter referred to as "COUNTY" and WHF Environmental Consultants, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, CONSULTANT is a duly-qualified firm experienced in hazardous material contamination site investigation, and

WHEREAS, in judgment of the Board of Supervisors of COUNTY, it is necessary and desirable to employ the services of CONSULTANT for preliminary environmental investigation of contaminated sites at Mariposa County Public Works' yards located at the Coulterville, Ben Hur and Hornitos yards; the Mariposa County Airport and the Mariposa County Sheriff's Office.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SCOPE OF WORK

This Agreement is consummated for the purpose of preparing a work plan and reports as detailed in Part II below and on the attached Scope of Services (Attachment #1, March 25 and March 29, 1993 letters and estimates).

PART II - SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED BY CONSULTANT

1. Task 1: Prepare work plans for the five contaminated sites

2. Task 2: Drill bore holes for test samples and submit for laboratory analysis as per Attachment #1

3. Task 3: Prepare and submit two reports certified by a California registered geologist for each site as per Attachment #1
B. MATERIAL TO BE FURNISHED COUNTY BY CONTRACTOR

1. Prints and copies of preliminary working plans and drawings for review by COUNTY staff and other reviewing agencies, commissions, and individuals.

C. PAYMENT

1. CONSULTANT shall receive monthly progress payments towards the estimated fees identified in Part II. C.2 below, within 35 days after submission of a verified claim and invoice, in triplicate. The fees, in total, shall not exceed that amount without prior written approval of COUNTY, based on submittal of written justification for an increase by CONSULTANT. The fee payments for satisfactory performance include salary, fringe benefits, overhead, profit and all other expenses except as otherwise provided in this contract. Invoices shall identify the costs for each of the five (5) sites individually.

2. CONSULTANT shall be paid for services subject to the following distribution and limits as per fee estimate submitted and included in Attachment #1:

TOTAL SERVICES, NOT TO EXCEED $26,800.00

3. If the client compels CONSULTANT to participate as professional testimony, the client shall compensate CONSULTANT for reasonable costs or expenses arising out of any litigation, investigation or regulatory procedures that relate to the substances or treatment that are subject of this Agreement.

D. TIME OF COMPLETION

CONSULTANT shall complete all of the Tasks as set forth in this Agreement within 90 calendar days of the execution of this Agreement. Any other tasks shall be negotiated and completed as required by COUNTY in conjunction with the formal proposal process set forth by Mariposa County.

PART III - GENERAL PROVISIONS

A. ASSIGNMENT

Except as otherwise provided in this Agreement, neither party hereto shall assign, sublet or transfer any interest in this Agreement or duty hereunder without the prior written consent
of the ot. $r$, and no assignment sha- be of any force or
effect whatsoever unless and until the other party shall have
so consented.

B. COST DISCLOSURE

In accordance with Government Code ~7550, CONSULTANT agrees to
state the numbers and amounts of all contracts and
subcontracts relating to this Agreement.

C. INDEMNIFICATION

1. CONSULTANT agrees to defend, indemnify, hold harmless and
release COUNTY, its agents and employees, from and
against any and all actions, claims, damages,
disabilities or expenses including attorneys' fees and
witness costs that may be asserted by any person or
entity, arising out of or in connection with the
negligent performance of CONSULTANT hereunder. This
indemnification obligation is not limited in any way by
any limitation on the amount or type of damages or
compensation payable to or for CONSULTANT or its agents
under Workers' Compensation acts, disability benefit
acts, or other employee benefit acts.

2. CONSULTANT shall be liable to COUNTY for any loss of or
damage to COUNTY property arising from or in connection
with CONSULTANT'S negligent performance hereunder.

D. INSURANCE

With respect to performance of work under this Agreement,
CONSULTANT shall maintain and shall require all its SUB-
CONSULTANTS to maintain insurance as described below, unless
CONSULTANT’S insurance covers its SUB-CONSULTANTS.

1. Workers’ Compensation Insurance

Insurance with statutory limits as required by the Labor
Code of the State of California. Said policy shall be
endorsed with the following specific language:

"This policy shall not be cancelled or materially
changed without first giving thirty (30) days prior
written notice to the County of Mariposa."

________________________________________
AGREEMENT FOR
PRELIMINARY ENVIRONMENTAL INVESTIGATION
FOR
FIVE CONTAMINATED SITES

3
2. **General Liability Insurance**

Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include, but not be limited to: premises and operations liability, independent CONSULTANTS liability, products and completed operations liability, contractual liability, and personal injury liability.

In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain such insurance in effect for not less than one (1) year following completion of performance of this Agreement.

3. **Automobile Liability Insurance**

Insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

4. **Endorsements**

Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

a. The County of Mariposa, its officers and employees, are named as additional 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 inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.

c. The insurance provided herein is primary coverage to the County of Mariposa with respect to any insurance or self-insurance programs maintained by COUNTY, and no insurance held or owned by COUNTY shall be called upon to contribute to a loss.

d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior
5. Professional Liability Insurance

Professional Liability Insurance for all activities of CONSULTANT arising out of or in connection with this Agreement in an amount not less than $1,000,000. Said policy shall be endorsed with the following specific language: "This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Mariposa."

6. Documentation

The following documentation shall be submitted to the County of Mariposa:

a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.

b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within ten (10) days of execution of Agreement.

c. Upon COUNTY's written request, certified copies of insurance policies shall be submitted. Said policy copies shall be submitted within thirty (30) days of COUNTY's request.

7. Policy Obligations

CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. COUNTY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONSULTANT, COUNTY may deduct from sums due to CONSULTANT any premium costs advanced by COUNTY for such insurance. These remedies shall be in addition to any other remedies available to the COUNTY.

AGREEMENT FOR
PRELIMINARY ENVIRONMENTAL INVESTIGATION
FOR
FIVE CONTAMINATED SITES

5
E. MERGER

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to CCP §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

F. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

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

Consultant: WHF Environmental Consultants, Inc.
P. O. Box 6729
Modesto, CA 95355-6729
Attn: Michael Kloberdanz, REA, REHS

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be made by giving notice pursuant to this paragraph.

G. NON-DISCRIMINATION

CONSULTANT shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability or national origin.

H. CONFLICT OF INTEREST

CONSULTANT promises that it presently has no interest which would conflict in any manner or degree with the performance of

AGREEMENT FOR
PRELIMINARY ENVIRONMENTAL INVESTIGATION
FOR
FIVE CONTAMINATED SITES

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services hereunder. CONSULTANT further promises that in the performance of this contract, no person having such interest will be employed.

If requested to do so by COUNTY, CONSULTANT shall complete and file a "Statement of Economic Interest" with the Mariposa County Clerk disclosing CONSULTANT's financial interests.

I. PERFORMANCE

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until he receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

J. PROSECUTION OF WORK

CONSULTANT is authorized to proceed with the performance of this Agreement upon date of issuance, by the Director of Public Works, of written notice to proceed with the work, and shall complete said performance in accordance with the time specified in Part II, under Time of Completion, provided, however, that if the scheduled performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbances, the time for CONSULTANT's scheduled performance of this agreement shall be extended by a number of days equal to the number of days the schedule has been delayed.

K. STATUS OF CONTRACTOR

The parties intend that CONSULTANT in performing the services hereinafter specified, shall act as an independent CONSULTANT and shall have control of the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

AGREEMENT FOR
PRELIMINARY ENVIRONMENTAL INVESTIGATION
FOR
FIVE CONTAMINATED SITES

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It is understood that CONSULTANT is not, and has no responsibility as a generator, storer, transporter, or disposer of substances found or identified at this site. COUNTY shall undertake or arrange for the removal, storage, transportation, and disposal of substances found or identified at this site.

L. TERMINATION

At any time and without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, COUNTY shall pay CONSULTANT for services rendered to such date.

If CONSULTANT should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, COUNTY may terminate this Agreement by giving CONSULTANT written notice of such termination, stating the reason for such termination. In such event, CONSULTANT shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by CONSULTANT. Upon termination, CONSULTANT shall be relieved of all professional responsibility for that portion of the work completed by others.

M. CONSULTANT'S WARRANTIES

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

AGREEMENT FOR
PRELIMINARY ENVIRONMENTAL INVESTIGATION
FOR
FIVE CONTAMINATED SITES

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CONSULTANT
By: Michael J. Klaiberdanz
Name: Michael J. Klaiberdanz
Title: Vice President

COUNTY OF MARIPOSA
By: Michael D. Edwards
Interim Director
Public Works Department

APPROVED AS TO FORM:

By: Jeffrey C. Green
County Counsel
Date: 5-4-93

CERTIFICATES OF INSURANCE ON FILE WITH THE DEPARTMENT

By: _______________________
Date: _____________________

AGREEMENT FOR
PRELIMINARY ENVIRONMENTAL INVESTIGATION
FOR
FIVE CONTAMINATED SITES
March 25, 1993

Mr. Robert A. Johnson, Deputy Director
Mariposa County Public Works
4639 Ben Hur Road
Mariposa, California 95338

RE: Estimate for Preliminary Environmental Investigation of Contamination Sites
Mariposa County Public Works Coulterville and Ben Hur Yards

I would like to thank you for the opportunity to provide this estimate for the work requested by Mariposa County Health Department in their letter dated February 17, 1993, for the above referenced properties. We have reviewed the material in the letter and visited each of the sites and propose the following scope of work:

1) Prepare a work plan for each site and submit them to Mariposa County Health Department.

2) Drill five soil borings, one at the Coulterville Yard and four at the Ben Hur Yard, to a maximum depth of twenty feet. Obtain soil samples every five feet. Screen and submit three soil samples from each boring for laboratory analysis (TPH gasoline, diesel, and EPA 8010/8020) including a bottom hole sample. Hold other samples pending laboratory results. Log each boring under the direct supervision of a registered geologist using the Unified Soil Classification System.

3) Prepare and submit a report listing and interpreting the collected data and submit it to the proper regulatory agencies (to include a site map, well schematics, boring logs, geological description, cross sections, and recommendations and conclusions).

The following cost estimate follows the same sequence as the above scope of work.
COST ESTIMATE

<table>
<thead>
<tr>
<th>TASK DESCRIPTION</th>
<th>UNIT</th>
<th>NO. UNITS</th>
<th>COST / UNIT</th>
<th>TOTAL COST $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Prepare two (2) work plans</td>
<td>Hours</td>
<td>8.0</td>
<td>$85.00</td>
<td>$680.00</td>
</tr>
<tr>
<td>2a) Drill five (5) soil borings to a maximum depth of twenty feet.</td>
<td>Foot</td>
<td>100(total)</td>
<td>$28.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>2b) Laboratory soil samples, TPH gasoline, diesel, and BTX&amp;E</td>
<td>Sample</td>
<td>6</td>
<td>$225.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>2c) Laboratory soil samples, TPH gasoline, oil, EPA 8010/8020</td>
<td>Sample</td>
<td>9</td>
<td>$275.00</td>
<td>$2,475.00</td>
</tr>
<tr>
<td>2d) Field geologist, boring logs, maps, and project management</td>
<td>Hours</td>
<td>28</td>
<td>$65.00</td>
<td>$1,820.00</td>
</tr>
<tr>
<td>3) Prepare and submit two (2) reports certified by a California Registered Geologist</td>
<td>Hours</td>
<td>40</td>
<td>$85.00</td>
<td>$3,400.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$12,525.00</strong></td>
</tr>
</tbody>
</table>

Note: -drilling units are in feet but include parts, labor, and equipment
- some retained services include a 15% administrative fee to help cover overhead and project management

The prices listed above assume that no unforeseen complications arise during the course of work including, but not limited to; additional consultation, additional regulatory interaction, surface or sub-surface obstructions (rock, boulders, etc.) that would interfere with or complicate field work, and field decisions changing the scope of work as conditions merit.

Again, I would like to thank you for the opportunity to provide this estimate. If you have any questions please, do not hesitate to call. WHF is a fully insured corporation, including Professional Liability Insurance.

Sincerely,

Michael Kloberdanz, REA, REHS

WHF Environmental Consultants, Inc.
March 29, 1993

Mr. Robert A. Johnson, Deputy Director
Mariposa County Public Works
4639 Ben Hur Road
Mariposa, California 95338

RE: Estimate for Preliminary Environmental Investigation of Contamination Sites
Mariposa County Public Works Hornitos Yard, Mariposa
County Sheriff's Office, and the Mariposa County Airport.

This estimate is provided for the work requested by Mariposa County Health Department
in their letter dated February 17, 1993, for the above referenced properties. As you
requested, the cost estimates are based on performance of all field work within a
successive time period following the Ben Hur and Coulterville Yards. The following
scope of work is proposed:

1) Prepare a work plan for each site and submit them to Mariposa County
   Health Department.

2) Drill five soil borings, one at the Hornitos Yard, one at the Sheriff's Office,
   and three at the Airport to a maximum depth of twenty feet. Obtain soil
   samples every five feet. Screen and submit three soil samples from each
   boring for laboratory analysis (TPH gasoline, diesel, and BTX&E)
   including a bottom hole sample. Obtain water samples, if necessary, from
   the borings at the Airport using a screened hydropunch type apparatus.
   Hold other samples pending laboratory results. Log each boring under the
   direct supervision of a registered geologist using the Unified Soil
   Classification System.

3) Prepare and submit a report listing and interpreting the collected data and
   submit it to the proper regulatory agencies (to include a site map, well
   schematics, boring logs, geological description, cross sections, and
   recommendations and conclusions).

The following cost estimate follows the same sequence as the above scope of
work.
## COST ESTIMATE

**Mariposa County Public Works Hornitos Yard**

<table>
<thead>
<tr>
<th>TASK DESCRIPTION</th>
<th>UNIT</th>
<th>NO. UNITS</th>
<th>COST / UNIT</th>
<th>TOTAL COST $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Prepare one (1) work plans</td>
<td>Hours</td>
<td>4.0</td>
<td>$85.00</td>
<td>$340.00</td>
</tr>
<tr>
<td>2a) Drill one (1) soil boring to a maximum depth of twenty feet.</td>
<td>Foot</td>
<td>20</td>
<td>$28.00</td>
<td>$560.00</td>
</tr>
<tr>
<td>2b) Laboratory soil samples, TPH gasoline, diesel, and BTX&amp;E</td>
<td>Sample</td>
<td>3</td>
<td>$225.00</td>
<td>$675.00</td>
</tr>
<tr>
<td>2c) Field geologist, boring logs, maps, and project management</td>
<td>Hours</td>
<td>12</td>
<td>$65.00</td>
<td>$780.00</td>
</tr>
<tr>
<td>3) Prepare and submit two (2) reports certified by a California Registered Geologist</td>
<td>Hours</td>
<td>16</td>
<td>$85.00</td>
<td>$1,360.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,715.00</strong></td>
</tr>
</tbody>
</table>

*note: -drilling units are in feet but include parts, labor, and equipment  
-some retained services include a 15% administrative fee to help cover overhead and project management*

## COST ESTIMATE

**Mariposa County Sheriff's Office**

<table>
<thead>
<tr>
<th>TASK DESCRIPTION</th>
<th>UNIT</th>
<th>NO. UNITS</th>
<th>COST / UNIT</th>
<th>TOTAL COST $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Prepare one (1) work plans</td>
<td>Hours</td>
<td>4.0</td>
<td>$85.00</td>
<td>$340.00</td>
</tr>
<tr>
<td>2a) Drill one (1) soil boring to a maximum depth of twenty feet.</td>
<td>Foot</td>
<td>20</td>
<td>$28.00</td>
<td>$560.00</td>
</tr>
<tr>
<td>2b) Laboratory soil samples, TPH gasoline and BTX&amp;E</td>
<td>Sample</td>
<td>3</td>
<td>$145.00</td>
<td>$435.00</td>
</tr>
<tr>
<td>2c) Field geologist, boring logs, maps, and project management</td>
<td>Hours</td>
<td>12</td>
<td>$65.00</td>
<td>$780.00</td>
</tr>
<tr>
<td>3) Prepare and submit two (2) reports certified by a California Registered Geologist</td>
<td>Hours</td>
<td>16</td>
<td>$85.00</td>
<td>$1,360.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,475.00</strong></td>
</tr>
</tbody>
</table>

*note: -drilling units are in feet but include parts, labor, and equipment  
-some retained services include a 15% administrative fee to help cover overhead and project management*
COST ESTIMATE

Mariposa County Airport

<table>
<thead>
<tr>
<th>TASK DESCRIPTION</th>
<th>UNIT</th>
<th>NO. UNITS</th>
<th>COST / UNIT</th>
<th>TOTAL COST $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Prepare one (1) work plans</td>
<td>Hours</td>
<td>6.0</td>
<td>$85.00</td>
<td>$510.00</td>
</tr>
<tr>
<td>2a) Drill three (3) soil boring to a maximum depth of twenty feet and obtain</td>
<td>Foot</td>
<td>60(total)</td>
<td>$28.00</td>
<td>$1,680.00</td>
</tr>
<tr>
<td>groundwater samples.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2b) Laboratory soil samples, TPH gasoline and BTX&amp;E</td>
<td>Sample</td>
<td>9</td>
<td>$145.00</td>
<td>$1,305.00</td>
</tr>
<tr>
<td>2c) Laboratory water samples, TPH gasoline and BTX&amp;E</td>
<td>Sample</td>
<td>3</td>
<td>$125.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>2d) Field geologist, boring logs, maps, and project management</td>
<td>Hours</td>
<td>19</td>
<td>$65.00</td>
<td>$1,235.00</td>
</tr>
<tr>
<td>3) Prepare and submit two (2) reports certified by a California Registered Geologist</td>
<td>Hours</td>
<td>24</td>
<td>$85.00</td>
<td>$2,040.00</td>
</tr>
</tbody>
</table>

TOTAL $7,145.00

Note: Drilling units are in feet but include parts, labor, and equipment.
Some retained services include a 15% administrative fee to help cover overhead and project management.

The prices listed above assume that no unforeseen complications arise during the course of work including, but not limited to; additional consultation, additional regulatory interaction, surface or sub-surface obstructions (rock, boulders, etc.) that would interfere with or complicate field work, and field decisions changing the scope of work as conditions merit.

Again, I would like to thank you for the opportunity to provide this estimate. If you have any questions please, do not hesitate to call. WHF is a fully insured corporation, including Professional Liability Insurance.

Sincerely,

Michael Koberdanz, REA, REHS
WHF Environmental Consultants, Inc.