RESOLUTION - ACTION REQUESTED 2017-455

MEETING:    July 11, 2017

TO:        The Board of Supervisors

FROM:      Mike Healy, Public Works Director

RE:        Approve an Agreement with Golder Associates Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Golder Associates, Inc. for Monitoring and Reporting for the Mariposa County Landfill in the Not-To-Exceed Amount of $32,357; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Golder Associates, Inc has been invaluable to the County in providing technical assistance to the Solid Waste & Recycling Division, including the preparation of annual and semi-annual waste discharge reports and other water quality-related testing, analysis and reporting. This reporting is required to maintain compliance with the solid waste facility permit and other governing documents.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Public Works has been utilizing the services provided by Golder Associates, Inc. for several years and as such the knowledge regarding this project and the site is invaluable.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
None approval of this agreement would result in the loss of the necessary access to expertise needed to meet regulatory requirements at the landfill.

FINANCIAL IMPACT:
Funding for this agreement has been included in the submitted FY17-18 Solid Waste Budget.

ATTACHMENTS:
Golder Assoc. 17-027 Final (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR MONITORING AND REPORTING SERVICES FOR THE
MARIPOSA COUNTY LANDFILL

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2017, by and
between the County of Mariposa, a political subdivision of the State of California, ("County"),
and Golder Associates ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2018
unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Monitoring and Reporting Services for the Mariposa County Landfill as
described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by
reference. Contractor shall provide all staffing and materials necessary to perform the Scope of
Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $32,357.
The Contractor’s hourly rates are listed in Exhibit B, “Cost Proposal.” The County shall pay
Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG
00 01 covering CGL on an "occurrence" basis, including products and completed operations,
property damage, bodily injury and personal and advertising injury with limits of $2,000,000 per
occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.

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

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of $2,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with a limit of $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer excluding Workers’ Compensation and Professional Liability of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this
waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, and indemnify County its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from negligent acts or omissions to the extent directly attributable to Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from County’s sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

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

8. **STATE AND FEDERAL TAXES**

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

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

9. **ASSIGNMENT**

It is understood and agreed that this Contract 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 Contract will be permitted only with the express written consent of the County.

10. **NOTICE**

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

**CONTRACTOR:**
Golder Associates
425 Lakeside Dr.
Sunnyvale, CA. 94085
408-220-9223

**COUNTY:**
Public Works
County of Mariposa
4639 Ben Hur Rd.
Mariposa, CA. 95338
PH: 209-966-5356
11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.
For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. **NO WAIVER**

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

17. **DISPUTES**

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

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

18. **CAPTIONS**

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

19. **NUMBER AND GENDER**

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

20. **MANDATORY AND PERMISSIVE**

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

21. **SUCCESSORS AND ASSIGNS**

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

22. **COUNTERPARTS**

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

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

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

**Funding Source: 601-0404-651-0418**

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

**COUNTY OF MARIPOSA**

Marshall Long, Chair
Board of Supervisors

**CONTRACTOR**

Jennifer Sanders, Principal
Golder Associates

**ATTEST:**

Rene LaRoche
Clerk of the Board

**APPROVED AS TO FORM:**

Steven W. Dahlem
County Counsel
March 21, 2017

Mr. Todd Storti
Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

RE: PROPOSAL PRESENTING SCOPE OF WORK AND COST ESTIMATE, 2017 – 2018 MONITORING AND REPORTING, MARIPOSA COUNTY LANDFILL

Dear Mr. Storti:

This letter presents Golder Associates Inc.’s (Golder) proposal with scope of work and cost estimate to perform groundwater, surface water, landfill gas, and leachate monitoring and reporting for the Mariposa County Landfill during the second half of 2017 through June 2018. The proposed scope of work is based on Monitoring and Reporting Program (MRP) No. R5-2003-0094 and the perimeter landfill gas (LFG) migration monitoring requirements. The 5-year constituent of concern (COC) monitoring event was last completed during fourth quarter 2016 (the next COC monitoring event will be in 2021).

Proposed Monitoring and Reporting Scope of Work

To address the requirements of MRP No. R5-2003-0094 and State landfill gas migration monitoring, Golder proposes to:

- Measure the depth to water in each site monitoring well quarterly.
- Sample the four site monitoring wells, three new wells, and the off-site Bardini well semi-annually.
- Sample three surface water points semi-annually, if water is present.
- Sample three perimeter landfill gas probes for VOCs on a semi-annual schedule.
- Monitor five perimeter landfill gas probes for methane, CO₂, and oxygen quarterly.
- Sample three leachate points annually.
- Submit samples to a California state-certified analytical laboratory (BC Laboratories).
- Produce a semi-annual and annual (including COC analyses) monitoring report per the WDR/MRP requirements.
- Prepare a quarterly perimeter LFG monitoring report for submittal to the County LEA.

It is our understanding that County personnel will perform the monthly leachate monitoring for total flow, flow rate, electrical conductivity, and pH required in the WDR/MRP. All sampling and analysis will be performed in accordance with the protocol described in Golder’s Groundwater Sampling and Laboratory Procedures. Field measurements of pH, specific conductance, temperature, and turbidity will be taken and recorded on water sample field data sheets. Samples will be properly preserved and stored on the day of sampling. Chain-of-custody documentation will accompany the samples through collection and delivery to a State-certified analytical laboratory.

The following summarizes the work schedule covered by this proposal:

- July 2017 – first semi-annual monitoring report and second quarter gas monitoring report
- September 2017 – third quarter perimeter gas monitoring and report
December 2017 – fourth quarter gas and second semi-annual and 5-year COC monitoring
January 2018 – annual 2017 monitoring report and fourth quarter gas monitoring report
March 2018 - first quarter perimeter gas monitoring and report
June 2018 - second quarter perimeter gas monitoring and first semi-annual monitoring

Deliverables

Golder will prepare semi-annual and annual monitoring reports containing the information required by the MRP. The reports will include a summary of the site conditions, discussion of the monitoring event results, tabulated analytical results, time-concentration graphs of data, statistical analyses, Piper graph of inorganic chemistry data, groundwater contour maps, groundwater flow velocity calculations, and an evaluation of field and laboratory QC data. In addition, each report shall include all back-up data such as field data sheets, chain-of-custody documentation, and certified analytical reports. Golder will incorporate information provided by County personnel to address other requirements of the MRP. This information includes site inspections, leachate extraction volumes, and standard observations. The semiannual monitoring reports will be uploaded to the State GeoTracker website. Quarterly perimeter landfill gas migration monitoring reports will be prepared for submittal to the county LEA.

Schedule

Reporting for the first semi-annual monitoring period (January through June) will take place in July. Sampling for the second semi-annual monitoring period (July through December) will be performed in the latter half of the monitoring period (November or December). This sampling interval will provide samples that are obtained during the wet and dry seasons. Draft monitoring reports will be provided at least two weeks prior to their due dates (July 31, 2017 and January 31, 2018), if all supporting information is provided by the County in time. The report for the first semi-annual 2018 monitoring period (January 2018 through June 2018) is not included in this proposal, because the work will be completed in July 2018 during the next County fiscal year.

Cost

Golder proposes to complete the WDR/MRP and perimeter landfill gas monitoring scope described above for an estimated fee of $32,357 (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, P.G. 4496, C.E.G. 1763
Associate/Geology Practice Leader

Attachments:  Cost Estimate
Professional Rate Schedule
Golder Associates COST ESTIMATE

CLIENT/SITE: Mariposa County Landfill
PROJECT: Groundwater Monitoring, 2017-2018

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This cost estimate is based on MRP R5-2003-0094. For July 2017 through June 2018.

Task 1 - Sampling
Quarterly Water Levels & Gas Monitoring/Reporting
SCOPE: Measure water levels quarterly. Measure perimeter gas probes and structures and prepare report. 3Q17, 1Q18

**Professional Services**
- Technician II: hour $102
- Project Geologist: hour $138
- Geo Practice Leader: hour $240

**Equipment**
- Field Vehicle (4x4): day $85
- Mileage: mile 0.50 $150
- Portable Landfill Gas Meter: day $100
- Water Level Indicator: day $20

Admin/Comm Fee (7% of labor) $99
Total for one quarterly event $1,870

Semiannual Sampling
SCOPE: Measure water levels and sample all site monitoring points. 4q17, 2q18
Includes 7 groundwater wells, 1 water supply well, 3 surface water, and 3 gas probes semi-annually, and 3 leachate points annually.

**Professional Services**
- Technician II: hour $102
- Geo Practice Leader: hour $240

**Equipment**
- Field Vehicle (4x4): day $85
- Mileage: mile 0.50 $150
- Per Location Charge: each $25
- Filters: each $18

Admin/Comm Fee (7% of labor) $217
Total for one SA event $4,206
Total for 2 quarterly & 2 semiannual $12,152

Task 2 - Laboratory Analysis
SCOPE: sample kit delivery, sample transport, analyses, field and lab QA/QC, electronic deliverable, 15-day turnaround.

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Outside Service Mark Up (15%) $4,544
Total for two semiannual events $5,226

2017-2018 Monitoring Costs Estimate.xlsx
### Task 3 - Semi-annual/Annual Reporting

**SCOPE:** Prepare, assemble, distribute semi-annual and annual reports. Geotracker upload.

#### Professional Services

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**Project Total for July 2017 through June 2018** $32,357