RESOLUTION - ACTION REQUESTED 2021-411

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Rescind a Resolution and Approve a Revised Agreement with Golder Associates, Inc.

RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 2021-327; Approve a revised agreement with Golder Associates, Inc. for Environmental Monitoring and Reporting for the Mariposa County Landfill in an amount not to exceed $41,366; and Authorize the Board of Supervisors Chair to sign the agreement.

Resolution 2021-327 approved the original agreement with Golder Associates, Inc. Upon request for signature Golder Associates, Inc. Requested minor changes in the verbiage of the original Agreement which was approved by County Counsel.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 8, 2021 Resolution 2021-327 was approved by the Board for water quality and gas monitoring at the Landfill.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, we will not have an Agreement with Golder Associates, Inc.

FINANCIAL IMPACT:
Funding for this agreement has been included in the submitted FY20-21 Solid Waste Budget.

ATTACHMENTS:
Golder Associates 21-044 serv (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

REF ID# 11925
AGREEMENT FOR WATER QUALITY AND GAS MONITORING AT THE LANDFILL

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of July, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Golder Associates, Inc. ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform water quality and gas monitoring at the 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 $41,366. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this 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 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, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits 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 no less than $1,000,000 per accident for bodily injury or disease.

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: 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 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 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, Contractor’s insurance coverage shall be primary insurance with respect to Contractor’s negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of 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 at least thirty (30) calendar days’ notice to 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 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 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 County. County may require 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 County.

(7) Verification of Coverage: Contractor shall furnish 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive 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, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any negligent liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all negligent acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County’s sole negligence of 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 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. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor’s compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by 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 Contractor under this Agreement will be permitted only with the express written consent of County.

11. 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, Inc.  
425 Lakeside Dr.  
Sunnyvale, CA 94085  
408.220.9923

COUNTY:  
Mariposa County  
4639 Ben Hur Rd.  
Mariposa, CA 95338  
209.966.5356

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances 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.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to 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 Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act.

To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. 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. 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.

15. 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.

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

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

17. 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.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such 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.

19. CAPTIONS

The captions of this Agreement are for convenience and 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.

20. 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.

21. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.
22. 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.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. 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.

25. CONTROLLING LAW

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

26. 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 this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. 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.

28. 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.

29. 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.

30. FUNDING AVAILABILITY

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

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

Krisa Johnson
Golder Associates, Inc.

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel
April 20, 2021

Mr. Samuel Cerveny
Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

PROPOSAL PRESENTING SCOPE OF WORK AND COST ESTIMATE, 2021 – 2022 WATER QUALITY AND LANDFILL GAS MONITORING AND REPORTING, MARIPOSA COUNTY LANDFILL

Dear Mr. Cerveny:

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 2021 through June 2022. 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 so the next COC monitoring event will be in fourth quarter 2021. The costs for these additional 5-year COC analyses have been included in our proposal.

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 seven site monitoring 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, including barometric pressure, atmospheric temperature, general weather conditions, and probe pressures (positive or negative) at the time of sampling.
- Sample three leachate points annually.
- Submit samples to a California state-certified analytical laboratory (BC Laboratories).
- Analyze the fourth quarter 2021 water samples for the 5-year COC parameter list.
Produce a semi-annual and annual 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, in addition to the required structure landfill gas monitoring.

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 2021 – first semi-annual monitoring report and second quarter gas monitoring report
- September 2021 – third quarter perimeter gas monitoring and report
- December 2021 – fourth quarter gas and second semi-annual
- January 2022 – annual 2021 monitoring report and fourth quarter gas monitoring report
- March 2022 - first quarter perimeter gas monitoring and report
- June 2022 - 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, 2021 and January 31, 2022), if all supporting information is provided by the County in time. The report for the first semi-annual 2022 monitoring period (January 2022 through June 2022) is not included in this proposal, because the work will be completed in July 2021 during the next County fiscal year.
Cost

Golder proposes to complete the WDR/MRP and perimeter landfill gas monitoring scope described above, and the PFAS sampling and reporting (if needed during the upcoming fiscal year) for an estimated fee of $41,366 (see attached cost estimate). We will bill you on a time and expenses basis and will not exceed our estimate without your prior approval.

Please be aware that Golder has been acquired by and is now a Member of the WSP family of companies. Golder remains as a legal entity and is the proposed contracting entity for this proposal. We are in the process of integrating the resources of our companies. Correspondence for this proposal should continue to be addressed to the undersigned.

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
Associate/Geology Practice Leader

Attachments:  Cost Estimate
              Professional Rate Schedule for 2020

https://golderassociates.sharepoint.com/sites/133761/project files/proposal and project management/2021-22 proposal mariposa county landfill - 4-20-2021.docx
EXHIBIT "B"

May 2019

Golder Associates Cost Estimate
CLIENT/SITE: Mariposa County Landfill
PROJECT: Groundwater Monitoring, 2021-2022
DATE: 4/20/2021
PROPOSAL NO. P20146083

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<tr>
<td>Task 1 - Sampling</td>
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<td></td>
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<td>$13,701</td>
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<td>Task 2 - Laboratory Analysis</td>
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<td>Task 3 - Semi-annual/Annual Reporting</td>
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<td><strong>Total</strong></td>
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This cost estimate is based on MRP R5-2003-0094. For July 2021 through June 2022.

**Task 1 - Sampling**
SCOPE: Measure water levels quarterly. Measure perimeter gas probes and structures and prepare report. 3Q, 1Q Professional Services

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<td>Geo Practice Leader</td>
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**Equipment**

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<td>Water Level Indicator</td>
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<td>Admin/Comm Fee (5% of labor)</td>
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<td><strong>Total for one quarterly event</strong></td>
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**Semiannual Sampling**
SCOPE: Measure water levels and sample all site monitoring points. Includes 7 groundwater wells, 1 water supply well, 3 surface water, and 3 gas probes semi-annually, and 3 leachate points annually. 5-year COC sampling/analysis 4th quarter 2021.

**Professional Services**

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**Equipment**

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<td><strong>Total for one SA event</strong></td>
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<td><strong>Total for 2 quarterly &amp; 2 semiannual</strong></td>
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**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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<td>VOCs (EPA 8260, App. I)</td>
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**COCs**

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<td>TOC</td>
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<td>Metals (Al, Sb, Ba, Be, Cd, Cr, Co, C</td>
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2021-22 Monitoring Costs Estimate
### May 2019

#### Proposal No. P19124318

**Sn, V, Zn, Fe, Mn, As, Pb, Hg, Ni, Se, Th)**

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<thead>
<tr>
<th>Material/Compounds</th>
<th>Price per Unit</th>
<th>Quantity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfide each</td>
<td>$25</td>
<td>12</td>
<td>$300</td>
</tr>
<tr>
<td>Cyanide each</td>
<td>$28</td>
<td>12</td>
<td>$336</td>
</tr>
<tr>
<td>SVOCs (EPA 8270) each</td>
<td>$130</td>
<td>12</td>
<td>$1,560</td>
</tr>
<tr>
<td>Chlorphenoxy Herbicides (EPA 815') each</td>
<td>$85</td>
<td>12</td>
<td>$1,020</td>
</tr>
<tr>
<td>Organophosphorus Compounds (EF) each</td>
<td>$85</td>
<td>12</td>
<td>$1,020</td>
</tr>
</tbody>
</table>

Outside Service Mark Up (10%)  

**Total for two semiannual events**  

- **$10,801**
- **$1,080**
- **$11,881**

#### Task 3 - Semi-annual/Annual Reporting

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

**Professional Services**

<table>
<thead>
<tr>
<th>Role</th>
<th>Hour Rate</th>
<th>Hours</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$83</td>
<td>2</td>
<td>$166</td>
</tr>
<tr>
<td>Drafter</td>
<td>$135</td>
<td>2</td>
<td>$270</td>
</tr>
<tr>
<td>Staff Geologist</td>
<td>$120</td>
<td>32</td>
<td>$3,840</td>
</tr>
<tr>
<td>Project Geologist</td>
<td>$140</td>
<td>16</td>
<td>$2,240</td>
</tr>
<tr>
<td>Geo Practice Leader</td>
<td>$250</td>
<td>4</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Admin/Comm Fee (5% of labor)</strong></td>
<td><strong>$376</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total for one standard report</strong></td>
<td><strong>$7,892</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total for one year</strong></td>
<td></td>
<td></td>
<td><strong>$15,784</strong></td>
</tr>
</tbody>
</table>

**Project Total for July 2021 through June 2022**: **$41,366**
Invoices from Golder include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>LV1 Engineer/Scientist</td>
<td>$109.00</td>
</tr>
<tr>
<td>LV2 Staff Engineer/Scientist</td>
<td>$120.00</td>
</tr>
<tr>
<td>LV3 Project Engineer/Scientist</td>
<td>$140.00</td>
</tr>
<tr>
<td>LV4 Senior Project Engineer/Scientist</td>
<td>$156.00</td>
</tr>
<tr>
<td>LV5 Senior Engineer/Scientist</td>
<td>$187.00</td>
</tr>
<tr>
<td>LV6 Senior Consultant</td>
<td>$229.00</td>
</tr>
<tr>
<td>LV7 Practice/Program Leader</td>
<td>$250.00</td>
</tr>
<tr>
<td>LV8 Senior Practice/Program Leader</td>
<td>$270.00</td>
</tr>
<tr>
<td>LT1 Technician</td>
<td>$81.00</td>
</tr>
<tr>
<td>LT2 Staff Technician</td>
<td>$114.00</td>
</tr>
<tr>
<td>LT3 Senior Staff Technician I</td>
<td>$120.00</td>
</tr>
<tr>
<td>LT4 Senior Staff Technician II</td>
<td>$130.00</td>
</tr>
<tr>
<td>LD1 Draftsperson</td>
<td>$88.00</td>
</tr>
<tr>
<td>LD2 Staff Draftsperson I</td>
<td>$99.00</td>
</tr>
<tr>
<td>LD3 Staff Draftsperson II</td>
<td>$125.00</td>
</tr>
<tr>
<td>LD4 Senior Staff Draftsperson</td>
<td>$135.00</td>
</tr>
<tr>
<td>LA1 Admin Support</td>
<td>$73.00</td>
</tr>
<tr>
<td>LA2 Staff Admin Support</td>
<td>$83.00</td>
</tr>
<tr>
<td>LA3 Senior Admin Support</td>
<td>$98.00</td>
</tr>
</tbody>
</table>

Notes:

1. A 5% charge will be added to the total labor fees to cover all incidental office disbursements, including production of color and b/w working documents, the production of 3 sets of drawings/documents, as well as associated communication charges (excluding satellite phones). Reproduction of additional copies and drawings/documents will be at cost plus the required time charges.

2. A 10% carrying charge will be added to all other disbursements including materials, subcontractor costs, drilling or excavation services and use of external laboratory services.

3. Rates for specialist services, including but not limited to litigation support, expert witness, including time spent in depositions and the preparation and presentations of testimony; and/or senior level consultation, and priority emergency level services are available upon request.

4. Rates for laboratory services and use of equipment owned by Golder Associates will be provided upon request.

5. The rates and charges listed above exclude applicable local and federal taxes. Taxes will appear as a separate line item on each invoice.
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### Insured

- **Golder Associates Inc.**
  - 3801 PGA Boulevard
  - Suite 900
  - Palm Beach Gardens FL 33410

### Insurers

- **Liberty Insurance Corporation**
  - 26387

### Coverages

- **Commercial General Liability**
  - Limits: BODILY INJURY (Per person) $1,000,000, BODILY INJURY (Per accident) $2,000,000, PROPERTY DAMAGE $2,000,000

- **Auto Liability**
  - Limits: BODILY INJURY (Per person) $1,000,000, BODILY INJURY (Per accident) $2,000,000, PROPERTY DAMAGE $2,000,000

### Certificates of Liability Insurance

<table>
<thead>
<tr>
<th>Certificate Number</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Insurer(s)</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>16812391</td>
<td>Commercial General Liability</td>
<td>GLO9833819-08</td>
<td>Zurich American Insurance Company</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>Auto Liability</td>
<td>AST-621-094060-031</td>
<td>Steadfast Insurance Company</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td>Professional Liability</td>
<td>WC7-621-094060-911</td>
<td>Liberty Insurance Corporation</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EEC5899096</td>
<td></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

### Limitations

- Each Occurrence: $1,000,000
- Med Exp (Any one person): $10,000
- General Aggregate: $2,000,000
- Products - Comrop Agg: $4,000,000

### Description of Operations

- **County of Mariposa**
  - ATTN: Jean Dordan
  - 4639 Ben Hur Road
  - Mariposa CA 95338

### Cancellation

- See Attachment

### Authorized Representative

- Signed: [Signature]

---

**Important Note:** The ACORD name and logo are registered marks of ACORD.
GENERAL LIABILITY
INSURER: Zurich American Insurance Company

Other Insurance Amendment - Primary and Non-Contributory

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>GLO9835819-08</td>
<td>5/1/2021</td>
<td>5/1/2022</td>
<td>5/1/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: GOLDER ASSOCIATES

This endorsement modifies insurance provided under the Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
   a. The additional insured is a Named Insured under such other insurance; and
   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-B CW (04/13)