

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Holdrege and Kull (H&K), an NV5 Company.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Provide Solid Waste Engineering Support Services for the McCourtney Road and Hirschdale Closed Landfills**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$239,954
(§3) **Contract Beginning Date:** 7/1/2020 **Contract Termination Date:** 6/30/2021
(§4) **Liquidated Damages:** n/a

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$2,000,000)	<u>✓</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>✓</u>
	(\$1,000,000) Business Rated	<u>✓</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>✓</u>
(§8)	Worker's Compensation	<u>✓</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>✓</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

As Applies

NOTICE & IDENTIFICATION

(§26) **Contractor: Holdrege & Kull (H&K)** **County of Nevada:**
an NV5 Company 950 Maidu Avenue
792 Searls Avenue Nevada City, CA 95959
Nevada City, CA 95959

Contact Person: Jason Muir
(530) 478-1305
e-mail: Jason.Muir@nv5.com

Contact Person: David A. Garcia, Jr
(530) 265-7038
e-mail: david.garcia@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation: Calif., Other, LLC, Non-profit
Partnership: Calif., Other, LLP, Limited
Person: Individ., Dba, Ass'n Other

EDD: Independent Contractor Worksheet Required: Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>✓</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>✓</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>✓</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>✓</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage

determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Name:
Title:

Honorable Heidi Hall
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

(Provided By Contractor)

Contractor shall provide the following services as directed by County staff:

Attachment 1, Fee Estimate for All Tasks, 2020-2021

Task No.	Description	Fee Estimate	Notes
1	Water Quality Monitoring and Reporting	\$ 103,846	Pursuant to MRP No. R5-2014-0022. See Attachment 2 for details.
2	Landfill Gas Monitoring Coordination, Technical Support and Reporting	\$ 8,880	Coordination and reporting pursuant to MRP No. R5-2014-0022.
3	Regulatory Correspondence and Coordination	\$ 10,832	Pursuant to RFQ Table 1.
4	Storm Water Pollution Prevention Plan (SWPPP) and QISP Services	\$ 6,610	Including Level 2 support, pursuant to (IGP) 2014-0057-DWQ.
5	Annual Facility Inspection and Report	\$ 1,988	Pursuant to MRP No. R5-2014-0022 Section A.7.a.
6	Landfill Cap Settlement Monitoring	\$ 15,000-	Not required until 2021
7	Subcontracted Electrical Improvements, Management and Quality Assurance	\$11,500	Estimated electrical contractor costs for improvements and permitting.
8	Laboratory Analysis	\$ -	Included in monitoring tasks.
9	Coordination with Landfill Technician	\$ -	Included in monitoring tasks.
10	Engineering Design and Oversight for Future Capital Projects	\$ 50,000	Scope and fee to be determined.
Estimated Subtotal		\$ 208,656	
15% Contingency		\$ 31,298	
Total Estimate		\$ 239,954	

Attachment 2 - Water Quality Monitoring and Reporting Program (Task 1) Budget, 2020-2021

Summary						
Task	Service Description		Base Quantity	Unit	Unit Price	Budget
1a	Water Quality Monitoring (See Task 1a detail below)		See Below			\$65,280
1b	Statistical Analysis of Groundwater Data		2	Each	\$2,320	\$4,640
1c	Semi-Annual Reporting and Electronic Submittals		2	Each	\$11,963	\$23,926
1d	General Consulting		1	T&M	NA	\$10,000
Task 1 Total Estimate					\$110,846	
Summary of Task 1a - Water Quality Monitoring						
Task	Source	Service Description	Units Budgeted	Unit²	Unit Price	Budget
Groundwater Monitoring	2020 Schedule	Quarterly GW Elevation Measurements	32	Hours	\$105	\$3,360
	2020 Schedule	Semi-Annual Sampling	176	Hours	\$105	\$18,480
	2020 Schedule	5 Year COC Sampling	0	Hours	\$105	\$0
	Sch MRP A1	Semi-Annual Analysis	60	Each	\$260	\$15,600
	NA	5 Year COC Analysis	0	Each	na	na
Surface Water Monitoring	2020 Schedule	Semi-Annual and SWPPP Sampling	24	Hours	\$105	\$2,520
	Sch MRP A3	Semi-Annual Analysis	12	Each	\$120	\$1,440
	Sch SWPPP	SWPPP Analysis	20	Each	\$290	\$5,800
	NA	5 Year COC Analysis	0	Each	na	Na
Vadose Zone Monitoring	2020 Schedule	Semi-Annual Sampling	28	Hours	\$105	\$2,940
	2020 Schedule	5 Year COC Sampling	0	Hours	\$105	\$0
	Sch MRP A2	Semi-Annual Analysis	20	Each	\$280	\$5,600
	NA	5 Year COC Analysis	0	Each	na	na
Leachate Monitoring	2020 Schedule	Semi-Ann. PS-1, PS-2, SI-1 Sampling	6	Hours	\$105	\$630
	2020 Schedule	Semi-Ann. SI-1, SI-2 Sampling	4	Hours	\$105	\$420
	Sch MRP A5b	Semi-Ann. SI-1 Sump Analysis	2	Each	\$145	\$290
	Sch MRP A5a	Semi-Ann. Pump Station Analysis	4	Each	\$410	\$1,640
	NA	5 Year COC PS, SI-1 Sump Analysis	0	Each	Na	na
	Sch MRP A4	Semi-Ann. SI-1 and SI-2 Analysis	4	Each	\$120	\$480
Additional Testing	Sch TB	EPA 8260 Trip Blanks	25	Each	\$120	\$2,880
	Contract Lab	USEPA Method 8260B ³	14	Each	\$120	\$1,200
	Contract Lab	U.S. EPA Method 8270C	na	Each	\$0	\$0
	Contract Lab	U.S. EPA Method 8141A	na	Each	\$0	\$0
	Contract Lab	Oil & Grease	na	Each	\$0	\$0
	Contract Lab	Total Dissolved Solids	na	Each	\$0	\$0
	Contract Lab	Total Suspended Solids	na	Each	\$0	\$0
	Contract Lab	Inorganics (dissolved)	na	Each	\$0	\$0
	Contract Lab	Shipping Charges (estimate \$5,000)	na	T&M	na	\$0
	2020 Schedule	Turbidity	100	Each	\$20	\$2,000
Task 1a Total Estimate					\$65,280	

Attachment 3 - Fee Schedule and Notes, 2020-2021

2018 Professional Services Fee Schedule	Hourly Rate
Principal	\$240
Associate Engineer/Geologist	\$180
Senior Engineer/Geologist	\$170
Project Engineer/Geologist	\$160
Staff Engineer/Geologist	\$140
Engineering Technician III	\$105
Technical Editor	\$87
AutoCAD Operator	\$105
Project Assistant	\$82

Notes:

- 1 "Units Budgeted" includes the entire fiscal year (e.g., two semi-annual groundwater monitoring events).
 - 2 Units expressed as "Hours" are based on the fee schedule above. Units expressed as "Each" are a product of the number of monitoring points and the number of monitoring events.
 - 3 VOC analysis corresponds to field duplicate samples at a rate of 10% of the number field samples.
COC = constituent of concern
- na = not applicable (item was not included in original budget)
PS = Pump Station
SI = Surface Impoundment
SWPPP = Storm Water Pollution Prevention Plan

Table 1 - Annual Staff Resource Allocation Estimates

Task No.	Service Description	Quantity	Unit
Task 1 - Water Quality Monitoring and Reporting			
1a	Water Quality Monitoring (includes two semi-annual events per year)		
	Technician - Quarterly groundwater elevation measurements (4 events)	32	Hours
	Technician - Semi-annual groundwater sampling (2 events)	176	Hours
	Technician - Semi-annual storm water and SWPPP sampling (4 events)	24	Hours
	Technician - Semi-annual vadose zone sampling (2 events)	28	Hours
	Technician - Semi-annual leachate sump sampling (2 events)	6	Hours
	Technician - Semi-annual surface impoundment sampling (2 events)	4	Hours
	Technician - 5-year COC Sampling (not required until 2021)	0	Hours
1b	Statistical Analysis of Groundwater Data (includes two semi-annual events per year)		
	Associate Engineer - Management and oversight	2	Hours
	Project Geologist - Data evaluation and transmittal	8	Hours
	Geochemist - Statistical evaluation and trend analysis (Geochem Applications)	20	Hours
1c	Reporting and Electronic Submittals (includes two semi-annual events per year)		
	Associate Engineer - Management and review	32	Hours
	Project Geologist/Engineer - Reporting	80	Hours
	Technical Editor - Data tabulation and reporting	40	Hours
	Project Assistant	23	Hours
Task 2 - Landfill Gas Monitoring Coordination, Technical Support, and Reporting			
2a	Coordination and Technical Support (includes two semi-annual events per year)		
	Associate Engineer - Management and oversight	4	Hours
	Project Geologist - Laboratory coordination and technical support	20	Hours
	Project Assistant - Sample shipping and meter rental	8	Hours
2b	Semi-Annual Reporting (includes two events per year, submitted with Annual Monitoring Report, Task 1)		
	Associate Engineer - Management and review	4	Hours
	Project Geologist - Reporting	16	Hours
	Technical Editor - Data tabulation and reporting	8	Hours
	Project Assistant	4	Hours
Task 3 - Regulatory Correspondence and Coordination			
3	Regulatory Liaison Services (General Engineering and Permitting, Coordination, Meetings)		
	Associate Engineer - Regulatory Liaison	24	Hours
	Project Geologist - Regulatory Liaison	32	Hours
	Technical Editor - Assistance and editorial review	16	Hours
Task 4 - Storm Water Pollution Prevention Plan (SWPPP) and QISP Services			
4a	Annual Reporting and Electronic Submittal (SMARTS)		
	Associate Engineer - Management and Oversight	4	Hours
	Project Geologist - Reporting and Electronic Submittals	8	Hours
	Technical Editor - Review and electronic submittals	20	Hours
4b	Qualified Industrial Storm water Practitioner (QISP) Support		
	Associate Engineer - Management and Oversight	4	Hours
	Project Geologist - Reporting and Electronic Submittals	8	Hours
	Technical Editor - Review and electronic submittals	10	Hours
Task 5 - Annual Facility Inspection and Report			
5	Annual Facility Inspection (Reporting is included in Annual Monitoring Report, Task 1)		
	Associate Engineer - Management and oversight	2	
	Project Geologist - Annual Inspection and reporting	8	
	Technical Editor - Data tabulation	4	

Table 1 - Annual Staff Resource Allocation Estimates

Task No.	Service Description	Quantity	Unit
Task 6 - Landfill Cap Settlement Monitoring (Due June 2021)			
6	Settlement Survey and Reporting		
	Associate Engineer - Management and oversight	2	Hours
	Project Geologist - Coordination and data evaluation	8	Hours
	Sub-contracted Survey - Dundas Geomatics	50	Hours
Task 7 – Modification of Electrical Panels Near SI-1			
7a	Contracted Electrical Improvement and Oversight		
	Associate Engineer - Management and oversight	4	Hours
	Staff Engineer	4	Hours
	Sub-contracted Construction: Materials, Tax, Labor and Permitting	40	Hours
Task 8 - Laboratory Analysis			
8a	Groundwater - Semi-annual analysis (two events)	60	Each
	Groundwater - 5-Year COC analysis (not required until 2021)	0	Each
8b	Surface Water - Semi-annual analysis (two events)	12	Each
	Surface Water - SWPPP analysis	20	Each
	Surface Water - 5-Year COC analysis (not required until 2021)	0	Each
8c	Vadose Zone - Semi-annual analysis (two events)	20	Each
	Vadose Zone - 5-Year COC analysis (not required until 2021)	0	Each
8d	Leachate - Semi-annual SI-1 sump analysis (two events)	2	Each
	Leachate - Semi-annual pump station analysis (two events)	4	Each
	Leachate - Semi-annual surface impoundment analysis (two events)	4	Each
	Leachate - 5-Year COC analysis (not required until 2021)	0	Each
8e	Quality Control - Trip Blanks	24	Each
	Quality Control - Field Duplicates (collected at a rate of 10% of field samples)	10	Each
Task 9 - Coordination with Landfill Technician			
9	Included in the monitoring and maintenance tasks listed above	0	Hours
Task 10 - Engineering Design and Oversight for Future Capital Projects			
10	Tasks to be determined for the 2020-2021 fiscal year	TBD	Hours

Notes:

Resource allocation estimates are for the fiscal year (i.e., two semi-annual monitoring events and other annual MRP requirements).

COC = constituent of concern

MRP = Monitoring and Reporting Program No. R5-2014-0022

SWPPP = Storm Water Pollution Prevention Plan

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

The attached Fee Schedules detail the charges for engineering support and monitoring services provided by the contractor. Subcontracted services are typically invoiced as follows:

1. Dundas Geomatics – rate sheet attached, standard markup is 10%.
2. Lawrence & Associates – invoiced per attached NV5 rate sheet, billing at project engineer level (\$160/hr).
3. Geochem Applications – these services are typically part of the fixed fee reporting task outlined in attached rate sheet. When staff services are required outside of the standard reporting task, their rate is \$150/hr, and standard markup is 10% (\$165/hr).
4. Analytical Laboratory – unit rates for laboratory tests are listed on the attached NV5 rate sheet, Attachment 2, Water Quality Monitoring.

Upon completion of services provided, but not to exceed once per month, the contractor will provide an invoice for services provided with the following information:

- a. PO number associated with this contract
- b. Date invoice was submitted to the County
- c. Location services were provided
- d. Date services were provided
- e. Unit price as found in attached Fee Schedules
- f. Extended price
- g. Total price

The County will review each invoice and notify Contractor of any issues or discrepancies found in the invoice within 10 business days. The County will pay County approved invoices within 30 days of receipt or 30 days of resolution for invoices in dispute.

The maximum contract price will not exceed **\$239,954**.



2020 FEE SCHEDULE

PERSONNEL	HOURLY RATE
Project Assistant	\$82
AutoCAD Operator	\$105
Technical Editor	\$87
Assistant Engineer/Geologist	\$120
Staff Scientist	\$140
Staff Engineer/Geologist	\$140
Project Engineer/Geologist	\$160
Senior Engineer/Geologist.....	\$170
Associate Engineer/Geologist.....	\$180
Principal.....	\$240
Expert Testimony and Deposition (four-hour minimum)	\$340
Engineering Technician I.....	\$94
Engineering Technician II.....	\$100
Engineering Technician III.....	\$105
Certified Welding Inspector (CWI/AWS)	\$117
Non-Destructive Testing (NDT) Technician	\$117
ASNT Level III	\$171
Supervisory Technician.....	\$126
Construction Services Manager I.....	\$154
Construction Services Manager II.....	\$170

PREVAILING WAGE SERVICES	HOURLY RATE
Field Soils and Materials Tester, Soils/Asphalt	\$120
ACI Concrete Tester.....	\$120
ICC Fireproofing.....	\$118
Proofload/Torque Testing	\$118
AWS/CWI Certified Welding Inspector	\$126
ASNT Level II Non-Destructive Testing (NDT)	\$132
ICC Certified Structural Inspector	\$123
DSA Masonry/Shotcrete and Lead Inspector	\$132
Travel Time – Tester/Inspector	\$94

FIELD EQUIPMENT	UNIT RATE
All-Terrain Vehicle.....	\$50/Day
Cone Penetrometer	\$100 Half Day/\$165 Full Day
Core Drill Machine	\$160 Half Day/\$260 Full Day
DAQ III/Seismic Refraction Survey	\$360/Day
Ground Penetrating Radar/Profometer	\$410/Day
Schmidt Hammer	\$25/day
pH/Conductivity Meter	\$55/Day
Photoionization Detector (PID)	\$112/Day
Tension Ram	\$32/Day
Simple Field Infiltrometer	\$60/Day
Turbidity Meter.....	\$55/Day
Water Quality Meter (pH, conductivity, temperature, DO).....	\$112/Day
1.5-Inch Pump and Controllers	\$150/Day
4-Inch Pump with Trailer	\$173/Day

Notes

- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.70 per mile.
- Outside services will be billed at our cost, plus 20 percent.
- Overtime rates for Saturday, Sunday, holiday, or over 8 hours/day: hourly rate plus \$35/Hour.
- Prevailing wage overtime rates for Saturday or over 8 hours/day: hourly rate plus \$35/Hour.
- Prevailing wage double time rates for Sunday, holiday, or over 12 hours/day: hourly rate plus \$70/Hour.
- Prevailing wage second shift rates: hourly rate plus \$16/Hour.
- A minimum 2-hour fee will be charged for scheduled site visits not cancelled in advance of arrival.
- Per Diem will be billed at cost plus 20 percent unless other arrangements are made.

DDGEO
DUNDAS GEOMATICS, INC.
 GEOMATIC & CIVIL ENGINEERS

HOURLY RATE SCHEDULE

2020

PRINCIPAL-IN CHARGE	\$175
PROJECT MANAGER / PE or LS.....	\$145
EXPERT TESTIMONY / PE or LS (4.0 HR MIN).....	\$265
AERIAL MAPPING (PILOT & DRONE).....	\$110/\$160*
PROJECT ENGINEER / PROJECT SURVEYOR.....	\$120
DRAFTER / MODELER.....	\$85
SURVEY PARTY CHIEF (w/equipment in field).....	\$170 / \$225*
(Sites with Toxic Remediation Controls).....	\$190/ \$245*
SURVEY FIELD TECHNICAN (w/ Party Chief in field).....	\$65 / \$95*
(Sites with Toxic Remediation Controls).....	\$80/ \$105*
ADMIN	\$35

Regular Rate / Prevailing Rate*

TRAVEL (Combined hourly rate x travel time one way)

Note: Prevailing Wage Rates will vary depending on County where work is being performed.



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