

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

1. **Contract Identification.**

Department: Contra Costa County-Airports

Subject: PFAS Investigations at Buchanan Field Airport

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Mead & Hunt

Capacity: Corporation

Address: 1360 19th Hold Drive, Ste. 200. Windsor, CA 95492

3. **Term.** The effective date of this Contract is May 1, 2022. It terminates on October 1, 2023 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed
\$ 452,160.00.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

PFAS investigation and testing at Buchanan Field Airport.

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
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Other:

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

Cal.Gov. Code 3100(2001)

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A Name of business entity:	Signature B Name of business entity:
By: <u>Jeffrey T Leonard</u> (Signature of individual or officer)	By: <u>[Signature]</u> (Signature of individual or officer)
<u>JEFFREY T LEONARD, VICE PRESIDENT</u> (Print name and title A, if applicable)	<u>ROBERT A CASAGRANDE VICE PRESIDENT</u> (Print name and title B, if applicable.)

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public

See attached California acknowledgment



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: *Kathleen M. Anderson*
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

S.S.

On May 9th 2022 before me, Susan Therese Wahl, Notary Public
Name of Notary Public Title

personally appeared Robert Anthony Casagrande
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Wahl
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Firm (if a Signer is Representing)

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: 707-838-3727

Other

- Additional Signer
- Signer(s) Thumbprints(s)

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

s.s.

On May 9th 2022 before me, Susan Therese Wahl, Notary Public
Name of Notary Public Title

personally appeared Jeffrey Thomas Leonard
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Susan Wahl
Signature of Notary Public

Seal

OPTIONAL INFORMATION

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- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Capacity of Partner or Other (If a Signer is Representing)

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Page # _____ Entry # _____

Notary contact: 707-838-3727

Other

- Additional Signer
- Signer(s) Thumbprints(s)

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: See Exhibit A & B for hourly billing rates and cost estimates.
2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials:  
Contractor County Dept.

SERVICE PLAN OUTLINE
(PURCHASE OF SERVICES-LONG FORM)

Number:

SERVICE PLAN

Task 1. Project Management and Coordination


1.1. Project Management and Team Coordination

- Initial project implementation meeting
- Follow-up communication (i.e. emails, telephone calls, and conference calls)
- Regularly scheduled project briefings (up to 7 conference calls)
- Administrative duties including but not limited to; processing contract documents, invoice management, sub-contractor coordination, coordination of deliverables, oversight of task completion, and monthly progress reports

1.2. Mead & Hunt Team and State/Regional Water Board Coordination

- Assist Contra Costa County Airports in providing project deliverables and briefings to the Regional Water Quality Control Board staff
- Uploading project deliverables to GeoTracker via Electronic Submittal of Information (ESI) Portal
- Arrange web meetings with Regional Water Quality Control Board staff
- Project briefings with Regional Water Quality Control Board staff (up to 2 conference calls)

Initials: 
Contractor


County Dept.

Task 2 – Investigation Derived Waste Removal

2.1 Waste Removal

- Coordinate the removal of the Phase 1 investigation derived waste with a qualified contractor (subcontractor Clean Harbors)
 - The estimated amount is 21 drums of organic liquid and 33 drums of solids for incineration
- Coordinate the removal of the Phase 2 investigation derived waste with a qualified contractor (subcontractor Clean Harbors)
 - The estimated amount is 21 drums of organic liquid and 33 drums of solids for incineration

Task 4. Groundwater Investigations

4.1. Site Preparation and Coordination

- Obtain clearance from USA North 811 and Airports staff for subsurface utilities in the five drilling locations
- Stake five boring locations by surveyor based on boring coordinates provided by the Mead & Hunt Team
- Prepare and submit a soil boring permit application with the Contra Costa County Environmental Health Department. A site map showing the boring locations will be included with the application. Associated health and safety forms and permit fees will also be submitted to the Contra Costa County Environmental Health Department
- Submit FAA 7460-1 forms for the drilling rigs that will be operating at the five sampling locations

4.2. Drilling Work

- Collect groundwater samples at five locations to determine whether lateral off-site migration could be occurring on Airport

Initials:
Contractor

County Dept.

property

The drilling work includes the following assumptions:

- Groundwater sampling depths will be performed at each location from up to four different depth intervals and at a depth close to where groundwater was originally encountered during phase one investigations
- Borings will be completed with a truck-mounted sonic drill rig
- All field work will be completed in a single field mobilization and will take three weeks to complete with no night or weekend work
- Field crew will include a three-person drilling crew (subcontractor Cascade Drilling) and one field geologist (subcontractor LimnoTech)
- Samples will be assigned with a unique sample identification number at the time of sampling, which will be subsequently used through the chain of custody to the final laboratory report
- Field activities will be documented for inclusion in the Final Report
- The Mead & Hunt Project Manager will attend a half-day site visit with Contra Costa County Airports and Regional Water Quality Control Board staff to observe the groundwater investigation effort and answer Regional Water Quality Control Board staff questions

4.3. Review and Guidance on Lab Results

- Review and provide guidance/interpretation of lab results

Initials: *JTA*
Contractor

 RL
County Dept.

Task 5. Stormwater Investigations

5.1. Guidance on Sampling Methods and Field Documentation

- Provide clarification on stormwater sampling guidance plan to airport staff

5.2. Review and Guidance on Lab Results

- Hold project briefing meeting to assist with the Contra Costa County Airports in interpreting the lab results

5.3. Documentation of Sampling Approach and Lab Results

- Include Contra Costa County Airports' documentation report as an attachment to the Final Report submitted to the Regional Water Quality Board

Task 6: Final Report

6.1. Administrative Draft Final Report Preparation

- Prepare Final Report

The Final Report will include:

- 1) A description of sampling activities
- 2) A summary table of analytical results
- 3) A copy of the Chain of Custody
- 4) A copy of the field sampling log
- 5) A copy of boring logs
- 6) A copy of the site map showing the sampling locations
- 7) A copy of the laboratory analytical results

- Submit an administrative draft copy of the final report for Contra Costa County Airports review

Initials: _____


Contractor


County Dept.

- Hold project briefing meeting with Contra Costa County Airports regarding comments and proposed remedies

6.2. Water Board Draft Final Report Preparation

- Prepare draft Final Report to address Contra Costa County Airport comments
- Submit draft Final Report to the Regional Water Quality Control Board
- Review Regional Water Quality Control Board comments
- Host meeting(s) with Contra Costa County Airports to discuss Regional Water Quality Control Board comments and proposed remedies
- Recommend approach and level of effort needed for supplemental investigatory or testing efforts, if needed

6.3. Final Report Preparation (Addresses Water Board Comments)

- Revise Final Report based on Regional Water Quality Control Board comments
- Submit Final Report within four weeks of Regional Water Quality Control Board comments
- If needed, amend the project schedule to accommodate additional investigations

6.4. State/Regional Water Board Submittal Assistance

Mead & Hunt will submit the Final Report on the Contra Costa County Airports' behalf. The Final Report and Analytical Reports will be uploaded into GeoTracker via the ESI Portal

Task 7. Phase 2 Contingency

7.1 Additional Services if needed

- Conduct additional research to prepare responses to the Regional Water Quality

Initials: JTK/AE
Contractor
 BJ
County Dept.

Control Board to receive acceptance of the final report

- Sample additional sites required to satisfy Regional Water Quality Control Board
- Hold in-person meetings with Regional Water Quality Control Board beyond what is previously covered in the scope of services
- Respond to Filed work shutdown or delays due to unforeseen circumstances beyond the control of Mead & Hunt and the Contra Costa County Airports
- Respond to requests by the Contra Costa County Airports Environmental Health Department for Site inspections during field investigations
- Prepare supplemental materials as requested by Contra Costa County Airports (e.g. tenant notices)

7.2 Revision of Quotes and Services

- Additional coordination with contractors for revised quotes due to increased costs such as escalation, capacity, regulatory changes, or amount of materials.

Task 8 Project Administration

8.1 Project Coordination and Close-out

- Up to two (one hour) meetings with Contra Costa County Airport Staff with up to two Mead & Hunt team members
- Administrative duties including but not limited to; processing contract documents, invoice management, sub-contractor coordination, coordination of deliverables, oversight of task completion, and monthly progress reports

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Project Deliverables

1. Monthly progress reports
2. Completed soil boring permit application
3. Completed FAA 7460-1 forms
4. Project briefing meeting(s) to discuss and provide interpretation of stormwater and groundwater lab results
5. Documentation of field activities
6. Final Report administrative draft
10. Regional Water Quality Control Board draft Final Report
11. Provide in writing comments on the Regional Water Quality Control Board draft Final Report
12. Cost Estimate for investigation derived liquid and solid waste removal
13. Copy of submitted Final Report to Regional Water Quality Control Board

Payment Provisions

A. **Invoices.** Invoices shall be submitted on a monthly basis, within 30 days of the previous month, unless no services are rendered during the billing period. Each invoice must include the following:

- a) Date and detailed description of task(s) performed
- b) The amount of time spent performing task(s)
- c) Description of travel costs related to performing under this contract.

Invoices shall be sent to Contra Costa County Airports, 550 Sally Ride Dr, Concord, CA 94520 Attn: Finance. Payments will be mailed to the address provided by Contractor and are not available for pick-up.

Initials: 972 AC
Contractor
 BL
County Dept.

B. **Reimbursables.** The rate for reimbursables will be paid according to the chart below

Milage	Current Internal Revenue Service Standard Rate
Travel	Full cost reimbursement, no mark-up will be paid on any travel expenses
Hotel/Food	Not reimbursable

C. County will pay for services set forth in this contract at the rates set forth in Exhibit A. Rates may be increased no more than once in any, one-year period and by no more than five (5) percent per year. Contractor shall notify County in writing of any rate increase 30 days in advance of new rate taking effect.

Initials: 712 DR
Contractor

 DR
County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.


12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions**. No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.


Contractor


County Dept.

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 2022

Standard Billing Rates

• Clerical	\$90.00 / hour
• Technical Editor	\$123.00 / hour
• Senior Editor	\$180.00 / hour
• Registered Land Surveyor	\$140.00 / hour
• Accounting, Administrative Assistant	\$115.00 / hour
• Technician I, Technical Writer	\$107.00 / hour
• Technician II, Surveyor - Instrument Person	\$124.00 / hour
• Technician III	\$144.00 / hour
• Technician IV	\$151.00 / hour
• Senior Technician	\$189.00 / hour
• Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$136.00 / hour
• Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$151.00 / hour
• Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$163.00 / hour
• Construction Resident Project Representative (RPR)	\$172.00 / hour
• Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$210.00 / hour
• Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$221.00 / hour
• Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner.....	\$261.00 / hour
• Senior Associate, Principal, Senior Client/Project Manager	\$337.00 / hour

Expenses

- Geographic Information or GPS Systems \$100.00 / day
- Total Station Survey Equipment \$110.00 / day
Charges for other equipment may appear in a proposal
- Out-Of-Pocket Direct Job Expenses..... cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.

Travel Expense

- Company or Personal Car Mileage..... \$ IRS rate / mile*
** Rates will be charged at Current IRS rate*
- Air and Surface Transportation cost
- Lodging and Sustenance

Billing and Payment

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.
- Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2022, and will remain in effect until December 31, 2022, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



501 Avis Drive
Ann Arbor, MI 48108
734.332.1200
www.limno.com

Labor Billing Rates

Effective January 1, 2022

<u>Category</u>	<u>Rate \$/hr.*,**</u>
Executive/Sr. Scientist	260
Officer/Project Mgr./Sr. Engineer	230
Senior Scientist	210
Senior Project Engineer/Scientist II	195
Senior Project Engineer/Hydrogeologist/GIS Specialist I	180
Project Engineer/Geologist III	165
Project Engineer/Scientist II	145
Project Engineer/Scientist I	135
Engineer/Scientist	120
Environmental Specialist	115
Clerical/Ast. Project Mgr.	80

*Hourly billable rates do not include direct billable costs such as supplies, equipment and computer user fees, rental costs, reproduction, postage, laboratory charges, subcontractors, subconsultants, and 10% administrative fee on direct costs.

**Specific litigation technical support services, including depositions and testimony, are billed at 150% of the above labor rates.




PLS Surveys, Inc.
E-mail: jmb.pls@pacbell.net

2220 Livingston Street, Suite 202
Oakland, California 94606
510.261.0900 FAX 510.261.3303

RATE SCHEDULE

Field:

One-man	\$195.00
Two-man	\$265.00**
Three-man	\$294.00
4 hour minimum applies to above rates	

Office:

Principal-in-Charge	\$190.00
Land Surveyor	\$150.00
Survey Technician	\$120.00
AutoCAD/Drafter	\$131.00
Clerical/Delivery (In-House)	\$95.00

**The two-man crew rate is our standard rate used for most land surveys. These rates are subject to change on an annual basis. Time spent over 8 hours per day and on Saturdays will be charged at 1.5 times the hourly rate. All field personnel charges are portal to portal. Professional employees will not be charged at premium charge rates for overtime work.

These rates include RTK GPS, robotic total stations, digital levels and supplies.
Rates good through 2022.

*Clean Harbors Environmental estimate included in fee estimate, charges may vary which includes a contingency amount in contract and service plan.

EXHIBIT B - FEE ESTIMATE Contra Costa County Airport Department - Phase 2 PFAS Investigation and Final Report Contra Costa County, California - Mead & Hunt PFAS Team 4/6/2022	SUBCONSULTANT FEE														Clean Harbors Environmental				
	BARNER & THORNBURG LLC		LIMNO TECH				GIS Specialist				Subtotal		PLS Surveys		Hours	Expenses			
	Hour	Fee \$740	Project Mgr./Sr. Eng. Labor \$230	Hydrogeologist Labor \$150	Field Geologist Labor \$165	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			Hours	Hours	Hours
PHASE 2: PFAS Investigation & Final Report Phase 2A: FY2021/2022 (2 Months, May - June 2022)	2	\$ 1,480	4	\$ 920	-	-	-	-	-	-	-	-	-	4	\$ 920	-	-	-	-
Task 1: Project Initiation	2	\$ 1,480	4	\$ 920	-	-	-	-	-	-	-	-	-	4	\$ 920	-	-	-	-
Task 1.1: Contract Administration and Team Kickoff (2 Project Briefings)	-	\$ -	-	\$ -	-	-	-	-	-	-	-	-	-	-	\$ -	-	-	-	-
Task 2: Phase 1 Investigation-Derived Waste Removal	-	\$ -	-	\$ -	-	-	-	-	-	-	-	-	-	-	\$ -	-	-	-	-
Task 2.1: Waste Removal	-	\$ -	-	\$ -	-	-	-	-	-	-	-	-	-	-	\$ -	-	-	-	-
Task 3: Site Preparations For Groundwater Investigations	-	\$ -	2	\$ 460	-	-	-	-	-	6	\$ 990	2	\$ 360	10	\$ 1,810	-	-	-	-
Task 3.1: Site Preparations and Coordination (7460s, Utility clearance, drilling locations, schedule)	-	\$ -	2	\$ 460	-	-	-	-	-	6	\$ 990	2	\$ 360	10	\$ 1,810	-	-	-	-
Task 4: Phase 2A Contingency	-	\$ -	-	\$ -	-	-	-	-	-	-	-	-	-	-	\$ -	-	-	-	-
Phase 2B: FY2022/2023 (10 Months, July 2022 - April 2023)	6	\$ 4,440	20	\$ 4,698	-	-	-	-	-	-	-	-	-	28	\$ 4,698	-	-	-	-
Task 6: Project Coordination	4	\$ 2,960	10	\$ 2,300	-	-	-	-	-	-	-	-	-	10	\$ 2,300	-	-	-	-
Task 6.1: Project Management and Team Coordination (4 Project Briefings)	2	\$ 1,480	10	\$ 2,300	-	-	-	-	-	-	-	-	-	10	\$ 2,300	-	-	-	-
Task 6.2: Project Team and State/Regional Water Board Coordination (2 Project Briefings)	-	\$ -	18	\$ 4,140	16	\$ 2,088	208	\$ 34,320	10	\$ 1,300	252	\$ 43,140	165,700	-	\$ -	-	-	-	-
Task 6: Groundwater Investigations	-	\$ -	2	\$ 460	2	\$ 360	24	\$ 3,960	2	\$ 360	30	\$ 5,140	700	-	\$ -	-	-	-	-
Task 6.1: Drilling Preparations and On-Site Coordination	-	\$ -	6	\$ 1,380	2	\$ 360	180	\$ 28,700	-	\$ -	188	\$ 31,440	155,000	-	\$ -	-	-	-	-
Task 6.2: Drilling Work (3 weeks, no night work)	-	\$ -	10	\$ 2,300	12	\$ 2,160	4	\$ 660	8	\$ 1,440	34	\$ 6,560	-	-	\$ -	-	-	-	-
Task 6.3: Review and Guidance on Lab Results	1	\$ 740	8	\$ 1,388	-	\$ -	-	\$ -	-	\$ -	6	\$ 1,380	-	-	\$ -	-	-	-	-
Task 7: Stormwater Investigations	1	\$ 740	6	\$ 1,380	-	\$ -	-	\$ -	-	\$ -	6	\$ 1,380	-	-	\$ -	-	-	-	-
Task 7.1: Guidance on Sampling Methods and Field Documentation	1	\$ 740	6	\$ 1,380	-	\$ -	-	\$ -	-	\$ -	6	\$ 1,380	-	-	\$ -	-	-	-	-
Task 7.2: Review and Guidance on Lab Results	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	\$ -	-	-	-	-
Task 7.3: Documentation of Sampling Approach and Lab Results	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	\$ -	-	-	-	-
Task 8: Final Report	6	\$ 4,440	38	\$ 8,280	26	\$ 4,640	12	\$ 1,980	14	\$ 2,520	88	\$ 17,460	-	-	\$ -	-	-	-	-
Task 8.1: Administrative Draft Final Report Preparation (Client Draft)	2	\$ 1,480	20	\$ 4,600	10	\$ 1,650	10	\$ 1,650	8	\$ 1,440	48	\$ 9,490	-	-	\$ -	-	-	-	-
Task 8.2: Draft Final Report Preparation (Water Board Draft)	2	\$ 1,480	6	\$ 1,840	8	\$ 1,440	2	\$ 330	2	\$ 360	20	\$ 3,870	-	-	\$ -	-	-	-	-
Task 8.3: Final Report Preparation (Addresses Water Board Comments)	2	\$ 1,480	6	\$ 1,380	6	\$ 1,080	-	\$ -	4	\$ 720	16	\$ 3,180	-	-	\$ -	-	-	-	-
Task 8.4: State/Regional Water Board Submittal Assistance	-	\$ -	2	\$ 460	2	\$ 360	-	\$ -	-	\$ -	4	\$ 820	-	-	\$ -	-	-	-	-
Task 8: Phase 2B Contingency	13	\$ 8,530	30	\$ 18,408	43	\$ 7,340	280	\$ 38,300	34	\$ 6,720	748	\$ 18,650	188,700	-	\$ -	-	-	-	-
Phase 2C: FY2022/2023 (12 Months, July - August, 2023)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	\$ -	-	-	-	-
Task 10: Project Administration	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	\$ -	-	-	-	-
Task 10.1: Project Coordination & Close Out (2 Project Briefings)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	\$ -	-	-	-	-
Task 11: Phase 2 Investigation-Derived Waste Removal	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	\$ -	-	-	-	-
Task 11.1: Waste Removal	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	\$ -	-	-	-	-
Task 12: Phase 2C Contingency	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-	\$ -	-	-	-	-
GRAND TOTALS	15	\$ 11,100	86	\$ 19,780	42	\$ 7,560	278	\$ 37,290	26	\$ 4,988	330	\$ 69,510	\$ 185,700	13	\$ 2,100	\$ -	\$ -	\$ -	\$ 41,910