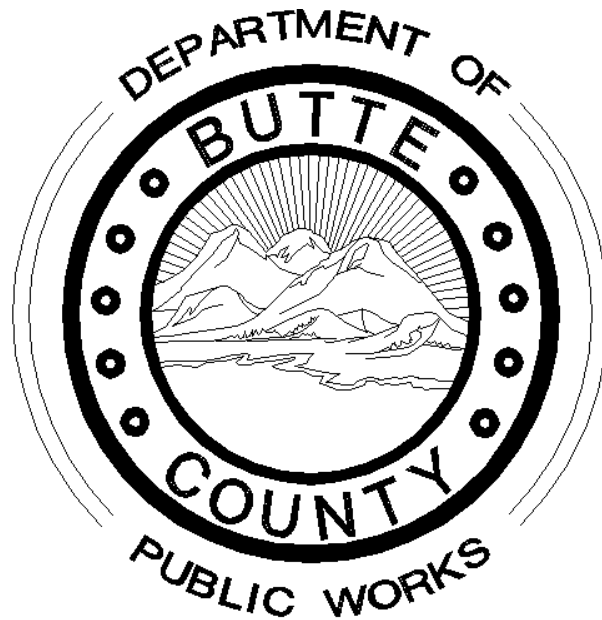


COUNTY OF BUTTE



REQUEST FOR PROPOSALS

FOR

ENVIRONMENTAL MONITORING AND REPORTING

FOR THE

NEAL ROAD RECYCLING AND WASTE FACILITY

BUTTE COUNTY

***Butte County Department of Public Works
7 County Center Drive
Oroville, CA 95965
(530) 538-7681
FAX (530) 538-7171***

October 15, 2009

COUNTY OF BUTTE
REQUEST FOR PROPOSALS
ENVIRONMENTAL MONITORING AND REPORTING
FOR THE
NEAL ROAD RECYCLING AND WASTE FACILITY

INTRODUCTION

The County of Butte is requesting proposals from environmental consultants to perform monitoring and reporting at the Neal Road Recycling and Waste Facility (NRRWF) located in Butte County and operated by the Department of Public Works.

The Neal Road Recycling and Waste Facility is located at 1023 Neal Road, approximately 1-mile east of State Highway 99 and approximately 7-miles south of the City of Chico. The NRRWF operates as a Class III municipal solid waste landfill as defined in the sites permitting document. Sited within the NRRWF boundary are several Class II surface impoundments.

The NRRWF accepts waste from within Butte County daily from the hours of 7:00AM to 4:00PM. The NRRWF is closed on the following days: New Years, Easter, July 4th, Thanksgiving and Christmas.

Butte County intends to award a contract to a consultant that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful consultant will be required to enter into a contract with the County for the services requested in this RFP within a reasonable time after award of contract. A consultant submitting a proposal must be prepared to use the County's standard contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior approval; (3) no payment without prior approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Sample Consulting Agreement is attached as Attachment A to this RFP. The County intends to award a contract substantially in the form of the Sample Consulting Agreement to the selected Consultant. The initial term of the contract will be 2-1/2 years (10-reporting quarters) with the option to extend the contract in the future.

BACKGROUND

To meet regulatory requirements, monitoring and reporting of the NRRWF is required. In general, groundwater, surface (storm) water, soil pore moisture, and liquids stored in the septage and leachate impoundments are to be analyzed and reported. Additional sampling, analysis and reporting will be on an as-needed basis. A site map is provided as Figure 1.

SCOPE OF SERVICES

Overview. Two major components of monitoring and reporting are required at the NRRWF. Waste Discharge Requirements No. R5-2002-0145 (WDRs) was issued in July 2002 by the Regional Water Quality Control Board for the NRRWF. A Monitoring and Reporting Program (MRP) is a component of the WDRs. The MRP provides quarterly monitoring and reporting requirements with respect to the Class III municipal solid waste landfill and Class II surface impoundments.

The second component is monitoring and reporting of liquids stored in the Class II surface impoundments separate from the MRP. The monitoring in this component is to determine the acceptability for disposal of stored liquids to local waste water treatment plants located in the City of Chico and Sewerage Commission-Oroville Region.

Additional services include storm water monitoring and as-needed monitoring.

1. Monitoring and Reporting Program No. R5-2002-0145. The consultant shall be responsible for monitoring and reporting items A.2, A.3, A.4, and A.5 of the MRP. A copy of the Monitoring and Reporting Program No. R5-2002-0145 will be available online during the proposal advertising, preparation and submittal period.

Modifications to the MRP parameter and frequency are required as follows:

1. To item A.2 (Table I of the MRP) include Semi-Volatile Organic Compounds, units in µg/L to be conducted semi-annually.
2. To item A.3 (Table II of the MRP), Soil-Pore Gas, eliminate Methane as a sample parameter. This parameter will be provided by others.
3. To item A.4 (Table III of the MRP) include Inorganics (dissolved) in mg/L conducted annually.

The following basic services are required:

- Sample 13-ground water monitoring wells quarterly, see Figure 1, Site Map.
- Sample 8-suction lysimeters quarterly (1 additional may be installed with the installation of a liner in Module 4 in 2010).
- Sample 14 multi-level soil gas probes (for VOCs only, methane to be sampled and reported by others); see Figure 1, Site Map.
- Perform statistical assessment of monitoring well and lysimeter data quarterly.
- Prepare quarterly, semi-annual, and annual reports for submittal to the RWQCB. The reports will provide a narrative which will include at a minimum, a summary of field activities, observations, groundwater elevations, contours, velocity estimates, groundwater/soil pore liquid quality monitoring, and conclusions. The report will also include, site location map, site plan and monitoring points, graphs of monitoring results, tabulated results of monitoring results and copies of all field logs, chain of custody documents, lab reports.
- All reports to be certified by a California registered Civil Engineer or Geologist.
- Provide a draft copy of the report to Butte County for review. Draft reports shall be

submitted within a reasonable time to allow review, comment, revision and re-submittal to meet the MRP reporting dates, but should not exceed 20-working days from the end of the sampling/monitoring quarter. Incorporate soil pore methane gas results prepared by others in final report. Comments provided by Butte County review shall be addressed and included in the preparation of the final report. Provide 2-copies of the final report plus a compact disc containing the final report shall be submitted to the County for distribution.

- Upload all final reports to GeoTracker, the State Water Resources Control Board database and geographic information system and provided confirmation.
- Respond to questions from regulatory agencies on behalf of the County regarding monitoring report data.

2. Sampling Analysis and Reporting of Septage Supernatant and Leachate Liquids. The consultant shall be responsible for monitoring and reporting liquid quality to determine acceptability for disposal to local wastewater treatment plants. Acceptability limits may be obtained from the local WWTPs. The following basic services are required:

- Sample and analyze liquids stored in the septage supernatant and leachate containment ponds for the constituents and scheduled frequency as detailed in Attachment C.
- A quarterly report shall be prepared for submittal to the Butte County Public Works Department within 20-working days from the end of the sampling/monitoring quarter. The report shall at a minimum provide a brief narrative of field activities, sampling procedures, observations, and a summary of analytical results, an analytical review of the results, table or tables of the results to include at a minimum: analyte, method, date sampled, results, local limits, MCL and sampling frequency. Additional data may be included if pertinent. Laboratory results, chain of custody and any other data necessary that may be required to accurately describe the sample. Provide 2 copies for distribution plus a compact disc containing the final report.

3. Additional Services. The Consultant shall be responsible for additional services on an as-needed basis as discussed below. The sampling and analysis conducted under this requirement will be scheduled by the County.

Storm Water Monitoring

- Obtain and analyze surface-water samples as requested by County for inclusion in Annual Storm Water Report (by County). Analyze for parameter/constituents listed on Attachment B. Include the constituent iron (Fe) in sampling. Collection is required for two storm events per rainy season resulting in discharge. The first discharge of the season must be sampled within the first hour after notification. The County will notify the contractor when discharge is imminent or has occurred. The second discharge event must be sampled under the same conditions as the first. Three (3) locations must be sampled, the run-on and two run-off locations. The run-on location may produce flow if significant precipitation falls on the adjacent property but should not be sampled until run-off occurs. The run-off (discharge) locations are located adjacent to the storm water sedimentation basin and at the discharge structure adjacent to the soil stockpile. These two locations may not immediately produce discharge until after several precipitation events have occurred. Assume 2-

sample events required per wet season.

- An additional discharge event may require sampling and will be collected from the aforementioned locations. Assume 1-sample required per wet season.
- Upon request, obtain and analyze stored storm water contained in one or more temporary storage basins. Analyze for parameter/constituents listed on Attachment B and for leachate as listed in the MRP, Table III to include Inorganics. Assume 4-samples required per wet season.
- All analytical results shall be submitted to the County within 20-working days of sampling.
- Include results of storm water monitoring in the quarterly MRP report that samples were collected.

As Needed Monitoring

- Obtain and analyze leachate samples from leachate seeps, Module 4 leak detection sump, surface drainage or the leachate impoundment (pond) leak detection sump as requested by County. Analyze for parameter/constituents listed in the MRP, Table III to include Inorganics. Assume 2-samples.
- Obtain and analyze septage and/or supernatant liquids from the septage and/or supernatant impoundment, leak detection sump or septage sludge samples for the constituents listed Attachment C as requested by County. Assume 2-samples.
- All analytical results shall be submitted to the County within 20-working days of sampling.
- Include results of as needed monitoring in the quarterly report that samples were collected. The report shall at a minimum provide a brief narrative of sampling procedures, a summary of analytical results, an analytical review of the results, table or tables of the results to include at a minimum: analyte, method, date sampled, results, local limits, MCL and sampling frequency. Additional data may be included if pertinent. Laboratory results, chain of custody and any other data necessary that may be required to accurately describe the sample.

4. General Requirements. The Consultant shall also provide the following:

- Change all locks on ground water monitoring wells and provide a key to be kept at the NRRWF scale house and provide one to the Solid Waste Manager. Soil gas monitoring probes will continue to utilize County supplied locks and a key will be supplied to the successful consultant.
- Identify a primary and secondary state certified laboratory that will perform the analysis of submitted samples. The identified lab(s) must be able to analyze samples with limited holding times which may fall on weekends.
- Consultant shall identify all monitoring equipment used in field sampling.
- Consultant shall provide all analytical data in MS Excel format to the County upon request and at the completion of the contract term. Requested data shall be submitted on a compact disc.
- Consultant shall notify and provide an explanation if sample holding times are exceeded.
- Consultant shall be able to respond in the shortest possible time upon notification to collect storm water samples which require collection within the first hour.
- Consultant shall notify the County a minimum of 72-hours prior to performing any

scheduled monitoring.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

A. County Contact Person:

Submit one signed, unbound original and three (3) complete copies of the submittal to:

W. Eric Dugger, P.E.
Solid Waste Engineer
County of Butte, Dept. of Public Works
7 County Center Drive
Oroville, CA 95965

This person will serve as the County's contact person for this project who will also respond directly with the Consultant's project manager for questions, inquiries, and coordination.

Please contact Mr. Dugger at (530) 879-2351 or via email at edugger@buttecounty.net.

B. Mandatory Content and Sequence of Submittal:

1. Cover Letter

Section 1 shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the organization, the consultant's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.

2. Table of Contents

Section 2 shall be a detailed Table of Contents and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

3. Consultant Capabilities

Section 3 shall be a maximum of 6-pages (not including resumes or scheduling) entitled "Consultant Capabilities", and shall include a description of the proposing consultant's resources, experience, and capabilities as listed below for successfully developing and completing this project as well as resumes of the staff to be assigned to the project. Submit in the order identified below:

- a. **Background and Experience.** In this section, describe your firm's background and its organizational structure and why this is advantageous to the project. Identify and describe the project manager and key project member's roles and background as related to this project. Describe the consultant's QA/QC methods. Describe the firm's demonstrated experience in providing site monitoring services.
- b. **Key Personnel.** Provide resumes describing the background and qualifications of the key personnel your firm would use, including any subcontractors that are considered as key personnel on this project. In a table, list the proposed project manager and key personnel and the number of years that each has in the project manager and staff positions.

3. Experience Summary

Section 3 shall be a maximum of 6-pages entitled "Experience Summary" (please limit to three (3) projects), and shall briefly describe ongoing or recently completed related projects along with a discussion comparing similarities with this proposed project. Discuss the firm's understanding and working relationship with regulatory agencies and provide examples. Section 4 shall also contain professional references, including names and telephone numbers for each project discussed in this section.

4. Previous work with Butte County

Discuss whether the Consultant has worked with Butte County on a similar project in the past. This can be included in the Experience Summary section.

5. Proximity of Consultant

Section 5 shall be limited to 1-page entitled "Proximity of Consultant." An address of the closest office and a distance to the NRRWF will be provided. Discuss how the consultant can respond to a request for sample collection within typical business hours and within a reasonable time. Provide an estimated response time.

Discuss whether the proposed analytical lab can process the sample on a weekend.

6. Work Plan

Section 6 shall be a maximum of 10-pages entitled "Work Plan." The Work Plan shall outline how the Consultant's team intends to identify, prepare and complete all tasks in their proposal and include timelines for each task.

The 'Work Plan' will be incorporated into the agreement as Attachment II as the Scope of Work.

7. Cost

Section 7 shall describe the cost portion of the proposal in detail and shall provide a firm price that identifies the cost of services as requested for the contract term. Note this

contract when awarded will span 2-1/2-years total or 10-reporting quarters. The total cost estimate shall be broken down into three sections on a fiscal year calendar.

The first cost estimate shall span one half (1/2) year totaling two (2) quarters beginning in January 1, 2010 and ending June 30, 2010, all additional estimates shall span full years or four (4) quarters beginning July 1 and ending June 30. Each of the three estimates shall be further separated into quarterly cost estimates. The quarterly estimate shall address the required services plus all additional services. Assume for the purpose of this proposal, storm water monitoring will occur during the first and fourth quarter of each calendar year (January-March, October-December).

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project.

The cost portion shall be submitted in a separate sealed envelope entitled Cost Estimate.

SELECTION PROCESS

The selection committee may include representatives from the other County departments. The criteria for selecting the Consultant recommended for selection by the Board of Supervisors is provided below.

A weighted selection method will be utilized to select a consultant based on the information provided in each submittal. Each evaluation criteria listed below will be assigned a weight.

- (1) Consultant's Capabilities (20). Does the Consultant have the background and experience, key personnel and quality assurance and control measures to provide the required services?
- (2) Experience Summary (25). Does the consultant provide and discuss recent or ongoing related projects? Does the Consultant have sufficient experience in the kind of work required? Does the consultant discuss experience with regulatory agencies? Are professional contacts supplied for projects discussed?
- (3) Previous Work with Butte County (5). Has the consultant in the last 10-years provided similar environmental monitoring or consulting services to the County?
- (4) Proximity of Consultant (20). Can the consultant respond within the time required by the County? The County shall strive to retain consultants based in the local area, especially Butte County consultants.
- (5) Work Plan (20). Is the workplan complete in listing tasks and time lines for the project?
- (6) Cost (10). Is the cost reasonable for the proposed project, and is the cost within the budget for this project?

Selection will consist of reviewing the proposals for required content. The proposals will then be further reviewed and scored using the weighted selection criteria. Additional information may be requested from the consultants if deemed necessary.

The consultant with the highest score will then be presented to the Board of Supervisor's for award of contract. The Proposal Evaluation Form can be found at the end of this RFP.

COUNTY NOTICES

Any questions related to this RFP are to be directed in writing to the county contact person identified above. Do not contact other County personnel or selection committee members regarding this project or the selection procedures.

All proposing consultants responding to this RFP should note the following:

- A. All work performed for Butte County, including all documents associated with the project, shall become the exclusive property of Butte County.
- B. Butte County reserves the right to:
 - 1. Reject any or all submittals;
 - 2. Request clarification of any submitted information;
 - 3. Waive any informalities or irregularities in any qualification statement;
 - 4. Not enter into any agreement;
 - 5. Not to select any consultant;
 - 6. Cancel this process at any time;
 - 7. Amend this process at any time;
 - 8. Interview consultants prior to award;
 - 9. To award more than one contract if it is in the best interest of the County;
 - 10. To issue similar RFPs or RFQs in the future; or
 - 11. To request additional information during the interview.
- C. The selected consultant is expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing consultant shall be borne by the consultant without reimbursement by Butte County.

CONSULTING AGREEMENT

The consultant selected shall be expected to execute a contract substantially as the one as Attachment A.

TIMING AND SCHEDULE

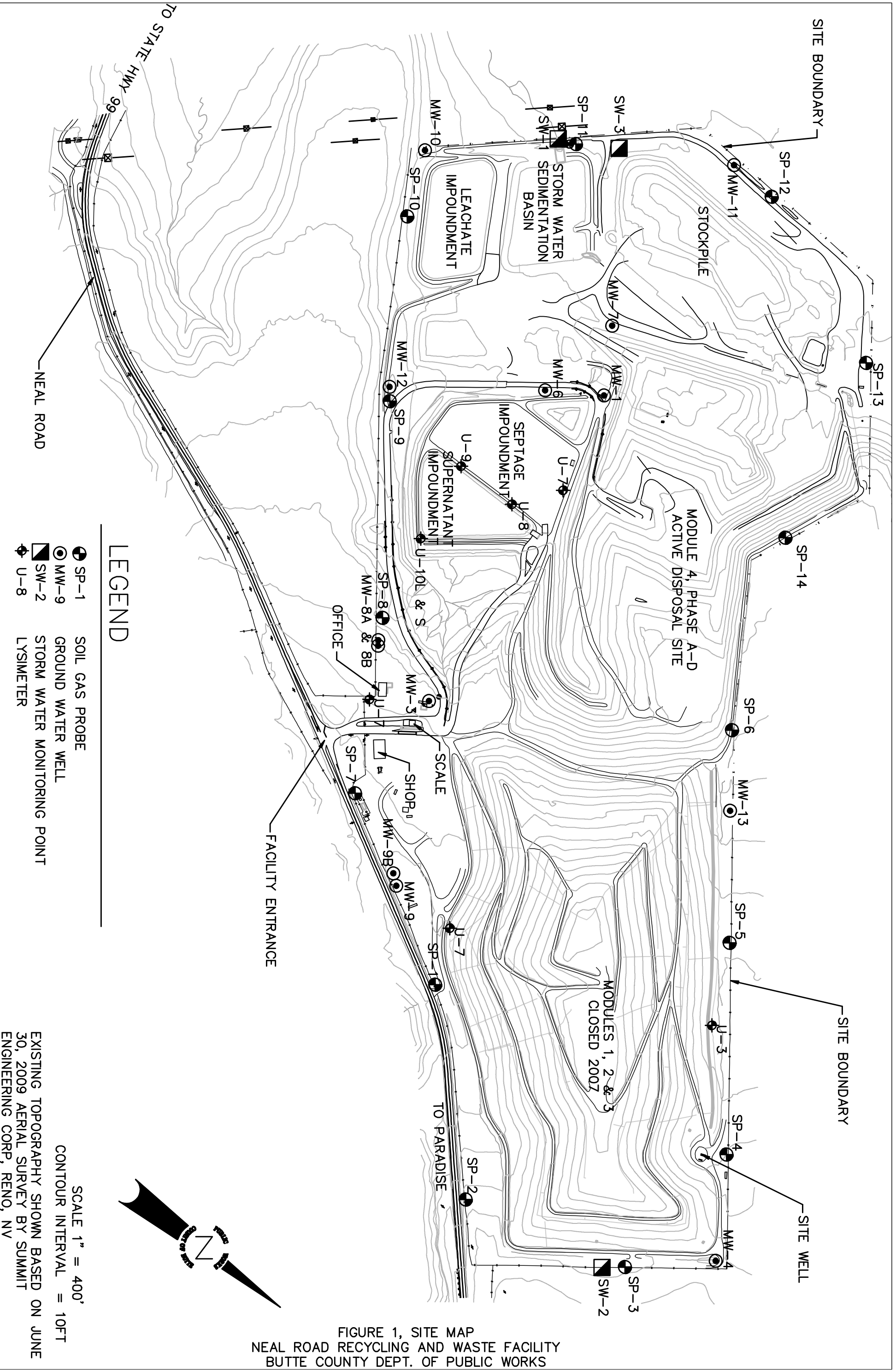
All responses to this RFP must be submitted to the address listed above on or before 4:00 p.m. on November 10, 2009.

Following receipt and review of all submitted proposals, a consultant will be selected and presented to the Board of Supervisor's for award of contract at their December 8, 2009 meeting. Upon approval by the Board, the contract process will begin with the goal of having a fully executed contract prior to December 31, 2009. The consultant selected and approved by the Board must be prepared to provide services January 2, 2010 if necessary.

PROPOSAL EVALUATION FORM				
Evaluation Criteria	Weight	Company A	Company B	Company C
Consultant's Capabilities	20			
<input type="checkbox"/> Background <input type="checkbox"/> Organizational Structure <input type="checkbox"/> Identify Project Manager and Staff Members and their Roles in this Project <input type="checkbox"/> Quality Assurance and Control Discussion				
Experience Summary	25			
<input type="checkbox"/> Current Relevant Projects <input type="checkbox"/> Recent Relevant Projects <input type="checkbox"/> Discuss Similarities with Current and Recent Projects to Proposed Project <input type="checkbox"/> Regulatory Experience and Understanding Requirements <input type="checkbox"/> Provided References <input type="checkbox"/> References Responses				
Previous Work for Butte County	5			
<input type="checkbox"/> Has Consultant Previously Provided Environmental Monitoring or Consultant Services				
Proximity of Consultant	20			
<input type="checkbox"/> Can the Consultant respond within the time required by the County <input type="checkbox"/> Is the Consultant located locally				
Workplan	20			
<input type="checkbox"/> Complete List of Tasks <input type="checkbox"/> Schedule for Completing Tasks				
Cost Proposal	10			
<input type="checkbox"/> Weighted Cost Score				
Proposal Score	0 - 100			

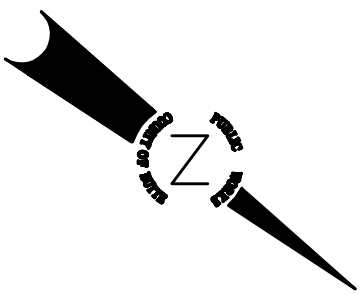
FIGURE 1

SITE MAP



LEGEND

- SP-1 SOIL GAS PROBE
- ⊙ MW-9 GROUND WATER WELL
- ▣ SW-2 STORM WATER MONITORING POINT
- ⊕ U-8 LYSIMETER



SCALE 1" = 400'
 CONTOUR INTERVAL = 10FT
 EXISTING TOPOGRAPHY SHOWN BASED ON JUNE 30, 2009 AERIAL SURVEY BY SUMMIT ENGINEERING CORP, RENO, NV

FIGURE 1, SITE MAP
 NEAL ROAD RECYCLING AND WASTE FACILITY
 BUTTE COUNTY DEPT. OF PUBLIC WORKS

ATTACHMENT A

SAMPLE CONSULTING AGREEMENT

SAMPLE CONSULTING AGREEMENT

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE					
Term of This Contract (Complete Dates in Just One of the Following Three Rows)					
√ Below	Term Begins		Term Completion Date		
	On Following Date		On Following Date		
	Upon Date Notice to Proceed Received		Calendar Days Following Receipt of Notice to Proceed		
	Upon Last Date Executed by County		Calendar Days Following Execution of Contract by County		
County Department			FOB Point		
Terms		Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)			
Price		Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price		<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
Contractor Contact Information			County Contact Information		
Contractor			Project Manager		
Address			Address		
City, State & ZIP			City, State & ZIP		
Telephone			Telephone		
Facsimile			Facsimile		

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment II - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment III – Terms and Conditions
- Attachment I – Insurance Requirements for County Contracts
- Attachment II – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III – "Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."

Typed or Printed Name

Signature

Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

CONTRACTOR

Chair
Butte County Board of Supervisors

REVIEWED FOR FISCAL CONTROL,
SUBJECT TO BUDGETARY APPROPRIATION
Butte County Contracts Division, GSD

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By _____

By _____

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE.

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).]
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

B. MINIMUM LIMITS OF INSURANCE.

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS.

1.) General liability insurance policies shall be endorsed to state:

- a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) Construction contracts. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT II

SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

Contractor Tasks:

The Contractor shall provide services for Environmental Monitoring and Reporting for the Neal Road Recycling and Waste Facility. The Contractor shall perform all tasks and duties as outlined in their Work Plan which shall be attached and become a part of this contract. The Work Plan shall be included as ATTACHMENT IIA

Contractor Reports:

The Contractor will prepare reports for submittal to regulatory and other agencies as described in the Work Plan.

Contractor Compensation:

The Contractor shall be compensated for the performance of all tasks and duties as outlined in their Work Plan. The Work Plan shall contain a schedule of fees for the tasks and duties performed which shall be the basis for compensation.

COUNTY RESPONSIBILITY

The County shall provide access to the facility as necessary to allow Contractor to perform required tasks and duties. The County shall provide any and all information upon request as required by the Contractor to perform required duties.

Attachment III

TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment II – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable 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.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.

ATTACHMENT B
MONITORING PARAMETERS
STORM WATER

MONITORING PARAMETERS FOR STORM WATER

The following parameters are required for sampling and analysis of storm water at the Neal Road Recycling and Waste Facility. These parameters are in addition to those listed in Table IV of the MRP.

Parameter	U.S. EPA Method	Units	Frequency
Oil & Grease	EPA Method 1664	mg/L	As directed ¹
Settleable Solids	EPA Method 160.5	ml/1/hr	As directed ¹
Total Suspended Solids	EPA Method 160.2	mg/L	As directed ¹
Specific Conductance	EPA Method 120.1	µmhos/cm	As directed ¹
Turbidity	EPA Method 180.1	NTU	As directed ¹
pH	EPA Method 150.1	pH	As directed ¹
Iron (Fe)	EPA Method 6010	mg/L	As directed ¹

1. Two monitoring events shall be sampled when discharge from the site occurs during operating hours within the rainy season.

ATTACHMENT C

MONITORING PARAMETERS

SEPTAGE SUPERNATANT AND LEACHATE LIQUIDS

MONITORING PARAMETERS FOR SEPTAGE AND LEACHATE LIQUIDS

Required sampling and analysis for septage supernatant and leachate liquids stored at the Neal Road Recycling and Waste Facility. Concentrations reported in mg/L.

Parameter	U.S. EPA Method	MCL	Local Limit ¹	Frequency
Electrical Conductivity	120.1	900	NL	monthly
pH	150.1	NL	NL	monthly
Total Organic Carbon	415.1	NL	NL	quarterly
Biochemical Oxygen Demand	SM5210B	NL	150	monthly
Total Dissolved Solid	160.1	500	6500	annually
Total Suspended Solids	160.2	NL	150	monthly
Chloride	300.7	250	1200	quarterly
Alkalinity	310.1	NL	NL	annually
Bicarbonate	310.1	NL	NL	annually
Carbonate	310.1	NL	NL	annually
Hydroxide	310.1	NL	NL	annually
Calcium	200.7	NL	NL	annually
Fluoride	300.0	2.0	NL	annually
Hardness	200.7	NL	NL	annually
Potassium	200.7	NL	NL	annually
Surfactants (MBA's)	425.1	NL	NL	annually
Magnesium	200.7	NL	NL	annually
Sodium	200.7	NL	NL	annually
Nitrate as Nitrogen	300.0	10	NL	annually
Sulfate	300.0	250	NL	annually
Cadmium	6010/7000	0.005	0.17	quarterly
Chromium	6010/7000	0.05	1.71	quarterly
Chromium VI	7196	NL	NL	annually
Aluminum	6010	1	NL	annually
Lead	6010/7000	0.015	1.7	quarterly
Arsenic	6010/7000	0.05	0.226	annually
Barium	6010/7000	1	NL	annually
Beryllium	6010/7000	0.004	2.2	annually
Cobalt	6010/7000	NL	NL	annually

Parameter	U.S. EPA Method	MCL	Local Limit ¹	Frequency
Molybdenum	6010/7000	NL	NL	annually
Selenium	6010/7000	0.050	0.05	annually
Vanadium	6010/7000	NL	NL	annually
Silver	6010/7000	0.1	0.78	quarterly
Copper	6010/7000	1.3	3.59	quarterly
Mercury	6010/7000	0.002	0.017	quarterly
Nickel	6010/7000	0.1	1.19	quarterly
Antimony	6010/7000	0.006	7.043	annually
Thallium	6010/7000	0.002	NL	annually
Zinc	6010/7000	5	6.5	quarterly
Chlorinated Pesticides	8080	NL	NL	annually
Chlorinated Herbicides	8150	various	NL	annually
Volatile Organic Compounds	8260B	various	NL	annually
Semi-Volatile Organic Compounds	8270C	various	NL	annually

1. Lowest Local Limit value listed for receiving WWTP.