

GHD Inc.

Solid Waste and Landfill General Engineering and Construction Quality Assurance Services

AGREEMENT FOR SERVICES #125-S1811

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Services Area as defined by Government Code Section 25210 et seq., and GHD Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2235 Mercury Way, Santa Rosa, California 95407, and whose local address is 4080 Plaza Goldorado, Cameron Park, California 95682 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Services, Environmental Management Department, in providing as-needed solid waste and landfill general engineering and construction quality assurance services for various County projects;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish all personnel, subconsultants, materials, equipment, and services necessary to provide solid waste and landfill general engineering and construction quality assurance services for various County projects on an as-needed basis. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by

reference a part hereof, or as identified in the individual Work Orders issued pursuant to this Agreement.

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Work Orders, as applicable, to be issued in accordance with this Agreement. The specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, if applicable, and any necessary permits on a task-by-task basis. Following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, Consultant's Project Manager, and a not-to-exceed cost itemization to complete the work, resulting in a written Work Order, which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, or designee, prior to commencement of the work.

For services performed on an emergency basis, as determined by County's Contract Administrator, authorization to perform the required services may occur through verbal or email communication to Consultant. Any verbal or email authorization to perform emergency services under this Agreement will be confirmed to Consultant by a written Work Order, as applicable, issued by County's Contract Administrator. Consultant shall respond to all requests for emergency services within seventy-two (72) hours of the verbal or email service authorization.

Funding from various local, state, and federal sources may be utilized to fund certain assignments to be performed under this Agreement and, as a consequence, the requirements (other than those incorporated herein below) of the funding agencies related to those grants will be incorporated into the provisions of the specific Work Orders issued for those assignments.

When federal grant funding is utilized to support work projects, a Request for Proposal will be issued for a specific project to Consultant and all other consultants with whom County has on-call agreements for the scope of work covered by the specific project. Through that competitive proposal procedure limited to existing on-call agreements, County will select the most qualified consultant and negotiate, develop, and execute a Work Order.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software

used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

With the exception of emergency Work Orders, no payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Work Orders and Work Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Work Orders and Work Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of ARTICLE XXII, Notice to Parties, of this Agreement.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

County will review Consultant's progress at key points as specified in each Work Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Work Order. Milestones may only be changed by written agreement between County's Contract Administrator and Consultant's Project Manager.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in each Work Order. County's review of deliverables will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Failure to submit the required deliverables in the formats required shall be grounds for termination of the Agreement, as provided in ARTICLE XXI, Default, Termination, and Cancellation, herein.

All of the services included in Exhibit A, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

Cost Proposals shall be submitted for each Work Order. The total amount payable by County for an individual Work Order shall not exceed the amount agreed to in the Work Order unless County's Contract Administrator and Consultant amend the Work Order.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Schedule of Charges," incorporated herein and made by reference a part hereof. The hourly rates listed in Exhibit B may be adjusted annually each July 1 and are subject to a maximum of three percent (3%) increase upon written request of Consultant and upon prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement.

Reimbursement for mileage expenses for Consultant or subconsultants, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant or subconsultants. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

Direct expenses shall be invoiced at Consultant's cost, with a maximum markup amount of fifteen percent (15%), for the services rendered. When federal grant funding is utilized to support the authorized Work Order, other direct costs shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct expenses shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$150,000, inclusive of all Work Orders, costs, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667
Attn.: Tom Meyer
Department Analyst

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XXI, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Prevailing Wage: County requires Consultant's services on public works project(s) involving local, state, and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate shall apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Community Development Services. Changes, if any, to the general prevailing wage rates will be available at the same location.

Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and any subconsultant authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE VI

Certified Payroll: As required under the provisions of Labor Code Section 1776, Consultant and its subconsultants, if any are authorized herein, shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of Consultant. All consultants and subconsultants must furnish electronic certified payroll records directly to the Department of Industrial Relations.

ARTICLE VII

Registration of Contractors: No consultant or subconsultant may bid on any public works project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public works projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Consultant shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

ARTICLE VIII

Records Examination and Audit Requirements: Consultant and its subconsultants, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE IX

Payment of all Federal, State, or City Taxes: Any federal, state, or city tax payable on the articles furnished by Consultant under this Agreement shall be included in rates quoted herein and shall be paid by Consultant.

ARTICLE X

Compliance with all Applicable Laws: Consultant shall conform to and abide by all federal, state, and local building, labor, environmental, and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including, but not limited to, any directions, plans or specifications provided to Consultant, is to be construed to permit work not conforming to these codes.

ARTICLE XI

Standards for Work: Consultant shall perform services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

ARTICLE XII

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XIII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with the individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XIV

Consultant's Project Manager: Consultant designates David Jermstad, PG, CEG, QSD, Task Manager – Landfill Engineering, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations, and any subconsultants authorized under this Agreement, if any, including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training, and directing Consultant's personnel and any authorized subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE XV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XVI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE XVII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all of Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Services, Environmental Management Department, or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XVIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XIX

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE XX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXI

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, or any Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
 Community Development Services
 Environmental Management Department
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Greg Stanton, REHS
 Director

With a copy to:

County of El Dorado
 Community Development Services
 Administration and Finance Division
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Michele Weimer
 Administrative Services Officer
 Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

GHD Inc.
 2235 Mercury Way
 Santa Rosa, California 95407

Attn.: Iver Skavdal
 Principal/Project Director

or to such other location as Consultant directs.

ARTICLE XXIII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XXII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXIV

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, penalties, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, environmental compliance costs, investigation costs, remediation costs, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, consultants, and subconsultants. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XXV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XXVI

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVII

Environmental and Toxic Warranty: Consultant warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XXVIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIX

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XXI, Default, Termination, and Cancellation, herein.

ARTICLE XXXI

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXXII

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXXIII

County Payee Data Record Form: All independent consultants or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXXIV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, REHS, Director, Community Development Services, Environmental Management Department, or successor.

ARTICLE XXXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXVII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XL

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator and Department Concurrence:

By: 
Greg Stanton, REHS
Director
Community Development Services
Environmental Management Department

Dated: 9/6/2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____


Board of Supervisors
"County"

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- GHD INC. --

By:  _____
Iver Skavdal
Vice President / Principal / Project Director
"Consultant"

Dated: Aug 30, 2017

By:  _____
J. Duncan Findlay
Corporate Secretary
"Consultant"

Dated: 01 SEP 2017

GHD Inc.

Exhibit A

Scope of Work

- A. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, on an as needed basis, for County's Environmental Management Department, and shall provide and make available Consultant's own personnel, subconsultants, materials, vehicles, communication devices, and other equipment necessary to perform the services, work, and tasks designated herein. Services shall be as outlined below, and generally include, but shall not be limited to:
1. Definition of Project Specific Scope of Work, Work Activity Schedule, and Cost: On a task-by-task basis, County and Consultant shall define Consultant's staff and subconsultants to be assigned to each work task. Interviews with specific staff shall be arranged as requested by County and Consultant staff selection shall be finalized. For each assigned work task, Consultant shall provide County with a full work task proposal, schedule, and a not-to-exceed cost estimate to complete the entire work task, which will result in a written Work Order. Commencement of the work shall require written approval and written authorization by County's Contract Administrator prior to commencement of the work. No payment will be made for any work performed prior to the execution of the written Work Order.
 2. Prior to Construction: Consultant shall discuss and meet with County to determine the specific services for each assignment, to discuss the needs, applicable required deliverables, specific Consultant staff, subconsultants, any task related travel or mileage budget, and to define the roles and responsibilities of both County and Consultant and what interaction Consultant shall have with County. Construction and documentation management, as well as lines of communication, shall be established and agreed to in writing between County and Consultant prior to Consultant's commencement of the work.
 3. Notice to Proceed: Upon receipt of a fully-executed Work Order, unless otherwise indicated, Consultant shall assign the personnel to the subject project and ensure that they report as assigned with all the necessary equipment to complete the project in a timely fashion.

4. Contact/Reporting: Upon assignment to a project, Consultant shall meet with County either in person or by telephone, weekly at a minimum or more often as directed by County.
5. Inspection Responsibilities: To the extent determined by Consultant and County to be necessary as to each work assignment, and as to each project or task under the Agreement, Consultant shall provide field inspectors to observe the work on a daily basis and be on-site on a full or part time basis to perform the duties in accordance with the plans, specifications, and all applicable federal, state, and local laws, rules, regulations, and ordinances. All required improvements shall be inspected to ensure quality and acceptability of the work, and to provide quality assurance that the materials and workmanship are in conformance with contract documents and County standards. All underground facilities to be constructed shall be inspected prior to burial. Inspection reports shall be completed daily and be available to County for review at least weekly. Photographs shall document special situations and shall be included in the daily inspection report. Any defective work shall be documented until it is repaired and the quality of work is in accordance with the contract documents and County standards.
6. Permits and Approvals: To the extent necessary in relation to any particular work task or project, Consultant shall be responsible for obtaining all permits and approvals necessary to complete the work task or project including, but not limited to, Dust Mitigation Plans, Asbestos Dust Mitigation Plans, building permits, grading permits, and Fish & Game permits.
7. Complaints: Consultant shall track and assist County in resolving community complaints on matters such as dust, naturally occurring asbestos, mud, erosion control, traffic, clearing, grading, and any other sensitive issues as they occur.
8. Period of Performance: The period of performance for Work Orders shall be in accordance with the dates specified in each individual Work Order. No payment will be made for any work performed after the period of performance in the Work Order, unless County's Contract Administrator and Consultant extend the period of performance by prior written amendment to the Work Order.
9. Work Order Amendments: Any Work Order amendments must be in writing and fully-executed by County and Consultant. No Work Order will be written that extends beyond the expiration date of the Agreement or that exceeds the total amount of the Agreement.

- B. Consultant shall attach a copy of each Work Order as backup documentation to any invoice(s) submitted for payment under the terms of the Agreement. Copies of notices attached to invoices shall reflect Consultant's charges for the specific support or review services billed on those invoices.

- C. All of the services included in this Exhibit, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant, if any are authorized, for the services rendered under this Agreement.

GHD Inc.

Exhibit B

Schedule of Charges

All of Consultant's services, inclusive of any and all Work Orders issued pursuant to this Agreement, shall be in accordance with the following rates.

Engineering Services

Classification	Hourly Rate
Principal	\$ 255.00
Principal Engineer	\$ 222.00
Program Director	\$ 222.00
Senior Engineer	\$ 217.00
Senior Project Engineer	\$ 207.00
Project Engineer	\$ 170.00
Staff Engineer	\$ 161.00
Senior Project Manager	\$ 217.00
Project Manager III	\$ 170.00
Project Manager II	\$ 160.00
Project Manager I	\$ 140.00
Senior Staff E.I.T.	\$ 130.00
Staff E.I.T. II	\$ 126.00
Staff E.I.T. I	\$ 120.00
Senior Structural/Civil Engineering Technician	\$ 130.00
Structural/Civil Engineering Technician	\$ 120.00
Field Supervisor	\$ 138.00
Senior Special Instructor with Equipment	\$ 119.00
Senior Special Instructor	\$ 112.00
Staff Special Instructor with Equipment	\$ 102.00
Staff Special Instructor	\$ 92.00
Quality Assurance Manager	\$ 125.00
Quality Assurance Engineering Technician	\$ 111.00
Senior Geotechnical Engineering Technician	\$ 121.00
Geotechnical Engineering Technician	\$ 102.00
Senior Field Technician	\$ 97.00
Staff Field Technician	\$ 87.00
Junior Field Technician	\$ 75.00
Senior Special Inspector with Equipment (Prevailing Wage)	\$ 135.00
Senior Special Inspector (Prevailing Wage)	\$ 122.00
Staff Special Inspector with Equipment (Prevailing Wage)	\$ 118.00
Staff Special Inspector (Prevailing Wage)	\$ 110.00
Senior Engineering Technician (Prevailing Wage)	\$ 115.00
Engineering Technician (Prevailing Wage)	\$ 106.00

Surveying Services

Classification	Hourly Rate
Land Surveyor Specialist	\$ 208.00
Principal Surveyor	\$ 206.00
Senior Land Surveyor	\$ 182.00
Senior Project Land Surveyor	\$ 155.00
Project Land Surveyor	\$ 142.00
Senior Staff LSIT	\$ 124.00
Staff LSIT	\$ 110.00
Senior Survey Technician	\$ 102.00
Survey Technician	\$ 93.00
One Man Survey Crew	\$ 200.00
Two Man Survey Crew	\$ 265.00
Three Man Survey Crew	\$ 344.00
One Man Survey Crew (Prevailing Wage High)	\$ 215.00
One Man Survey Crew (Prevailing Wage Low)	\$ 190.00
Two Man Survey Crew (Prevailing Wage High)	\$ 300.00
Two Man Survey Crew (Prevailing Wage Low)	\$ 275.00
Three Man Survey Crew (Prevailing Wage High)	\$ 386.00
Three Man Survey Crew (Prevailing Wage Low)	\$ 345.00

Support Services

Classification	Hourly Rate
CAD Desinger	\$ 105.00
Senior Draftsperson	\$ 98.00
Staff Draftsperson	\$ 85.00
Junior Draftsperson	\$ 80.00
Clerical	\$ 65.00
Expert Witness	\$ 400.00
Litigation Support	\$ 265.00
Marketing Coordinator	\$ 110.00

Direct Expenses	Rate
Reprographics: Bond Copies	\$ 0.29 ea
Reprographics: Mylar Plots	\$ 4.22 ea
Reprographics: Color Plots	\$ 4.22 ea

Mileage Reimbursement

Reimbursement for mileage expenses for Consultant and subconsultants shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of this Agreement.

Other Direct Costs Markup

Other direct costs shall be invoiced at Consultant's cost, with a maximum markup amount of fifteen percent (15%), for the services rendered, unless federal grant funding is utilized to support the authorized Work Order. When federal grant funding is utilized to support the authorized Work Order, other direct costs shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Rate Increases

The hourly rates listed in this Exhibit may be adjusted annually each July 1 and are subject to a maximum of three percent (3%) increase upon written request of Consultant and upon prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement.

Overtime Compensation

Overtime compensation is subject to prior written approval by County's Contract Administrator or designee. For the hourly rates listed above, Consultant shall bill at a rate of one and four-tenths (1.4) the normal compensation rate for any classifications used in which the hours worked are in excess of eight (8) hours in a single day, but do not exceed twelve (12) hours, and for any hours worked on Saturdays. For the hourly rates listed above, Consultant shall bill at a rate of one and eight-tenths (1.8) the normal compensation rate for any classifications used in which the hours worked are in excess of twelve (12) hours in a single day and for any hours worked on Sundays or federally recognized holidays.