



## Agreement No. 025-A-09/10-BOS Between the County of El Dorado and Bryan A. Stirrat & Associates Inc.

**THIS AGREEMENT NO. 025-A-09/10-BOS** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Bryan A. Stirrat & Associate Inc., whose principal place of business is 1360 Valley Vista Drive, Diamond Bar, California 91765 (hereinafter referred to as "Consultant").

### WITNESSETH

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide Construction Management (CM) services during implementation of the Remedial Action for Operable Unit 1 (OU-1) at the Meyers Landfill, as needed by County; and

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

**WHEREAS**, it is the intent of the parties hereto that such services are in conformity with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Remedial Action Work Plan (RAWP), Record of Decision (ROD), Partial Consent Decree (PCD), Remedial Design (RD), United States Forest Service (USFS) and all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provisions of such services provided by Consultant are in the public's best interest, 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 31000;

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

#### ARTICLE I

**Scope of Services:** Consultant shall perform all professional and technical services and shall make available Consultants own personnel, materials and equipment necessary to perform the services, work, and tasks designated as outlined in Exhibit "A" marked "Scope of Work" incorporated herein and made by reference a part hereof (hereafter the "Work").

#### ARTICLE II

**Standards for Work:** Consultant will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality and under similar conditions. No other representation, express or implied, is included or intended in this agreement, or in any report, opinion, document, or other instrument of service.

### ARTICLE III

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire one (1) year from the date of execution thereof. No work under this Contract shall begin until a written "Notice to Proceed" is issued by the County.

### ARTICLE IV

#### **Compensation for Services:**

- A. For services provided herein, County agrees to pay Consultant monthly upon receipt of itemized invoice(s) detailing a description of work performed (identifying number of hours worked, individuals' name and position) on a time basis. Payments shall be made within forty-five (45) days following County's receipt and approval of invoices. For the purposes hereof, the billing rate shall be in accordance with Exhibit "C" marked "Billing Rate Information" attached hereto and incorporated herein.
- B. In addition to the above, the County shall reimburse Consultant for the actual, reasonable and necessary expense of travel in accordance with the El Dorado County Board of Supervisor's Travel Policy No. D-1 as set forth in Exhibit "B" attached hereto and incorporated herein.
- C. County shall reimburse Consultant actual reasonable direct costs plus ten percent (10%) for "Analytical Lab", "Other Direct Costs", and five percent (5%) for "Rental Vehicle Use" per Exhibit "C".
- D. The total payment under this Agreement to Consultant **SHALL NOT EXCEED Five Hundred Thirty Nine Thousand Nine Hundred Ninety Dollars and 00/100 (\$539,990).**

**Consultant Reporting:** Reports on Services rendered by Consultant shall be submitted to County in the format, and under the conditions, outlined in the "Work."

### ARTICLE VI

**Deliverables:** Deliverables will coincide with Article I. Failure to submit requested deliverables shall be grounds for termination of the Agreement, as provided in Article XIII. This shall not preclude the County from pursuing damages in the event of a breach of this Article.

### ARTICLE VII

**Ownership of Data:** Upon completion or earlier termination of all Work under this Agreement, ownership and title to all reports, documents, plans, (including digitized plans) specifications and estimates produced as part of this Agreement will automatically be vested in the County and no further Agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process. Any reuse of such materials shall be done at the sole risk of the County.

### ARTICLE VIII

**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. There shall be no change in the Consultant's Administrator or sub consultants without prior written approval by the County's Administrator.

#### **ARTICLE IX**

**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 term hereof.

#### **ARTICLE X**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of their 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 XI**

**Independent Consultant/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 terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and sub consultants, 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 a workmanlike manner and shall be liable for its own negligence and negligent acts of its employees and sub consultants. 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 it's employees or sub consultants.

#### **ARTICLE XII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 agreed to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

### **ARTICLE XIII**

#### **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 in 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 of 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. 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 the 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 in whole or in part seven (7) calendar days upon 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 Agreement resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. 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 Agreement or by any other means.

### **ARTICLE XIV**

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

County of El Dorado  
Environmental Management Department  
Attention: Greg Stanton, Deputy Director  
2850 Fairlane Ct.  
Placerville, CA 95667  
or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

Bryan A. Stirrat & Associates  
1360 Valley Vista Drive  
Diamond Bar, CA 91765

#### **ARTICLE XV**

**Indemnity:** With respect to the services provided pursuant to this agreement, 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, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, 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, contractors and subcontractors. 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.

The Consultant shall defend and indemnify County against and from any claims including but not limited to claims for penalties, fines, costs or attorney's fees by the USFS, EPA or other federal agency for the failure of the contractor to comply with Federal laws, regulations, the RAWP, ROD, PCD or RD arising from or relating to Contractor's negligence, recklessness or willful misconduct.

#### **ARTICLE XVI**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer 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 One Million Dollars (\$1,000,000) combined a single limit per occurrence for bodily injury and property damage.

- C. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) **is not** required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through a partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above 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 a 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 the Risk Management Division and Consultant agrees that no Work or services shall be performed prior to the giving of such approval. In the event the 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 events.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insurance coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additionally insured, but only insofar as the operations under this Agreement is concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. The Consultant'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 Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retention must be declared to and approved by 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 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 the 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. Consultants' obligations shall not be limited by the foregoing insurance requirements and shall survive 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. Certificates of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

#### **ARTICLE XVII**

**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 XVIII**

**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 Agreement 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 XIX**

**Withholding (Form 730):** In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made under terms of this Agreement if Consultant falls under "Contract-Employee" category as determined by County prior to execution of Agreement.

#### **ARTICLE XX**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an

Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during the term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXI**

**Tax Payer Identification Number (Form W-9):** All independent Consultants or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXII**

**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. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XXIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, Environmental Management Department Deputy Director, or his successor.

#### **ARTICLE XXIV**

**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 to the obligations set forth herein.

#### **ARTICLE XXV**

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

#### **ARTICLE XXVI**

**Venue:** 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. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XXVII**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all 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 Consultants staff, employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Environmental Management Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.



**ARTICLE XXIII**

**Entire Agreement:** This document and the documents referred to herein or exhibit(s) hereto is the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**ARTICLE XXIV**

**County Business License:** 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 Code Section 5.08.070.

**REQUESTING DEPARTMENT CONCURRENCE:**

By: Gerri Silva  
Gerri Silva, M.S., REHS  
Director Environmental Management Department

Dated: June 1, 2010

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last below written.

- - COUNTY OF EL DORADO - -

Dated: 4-13-10

By: *Norma Santiago*  
Chairman  
Board of Supervisors

ATTEST:

Dated: 4-13-10

By: *Suzanne Allen de Sanchez*, Deputy Clerk  
Suzanne Allen de Sanchez, Clerk of the  
Board of Supervisors

- - CONSULTANT - -

Dated: 5/26/10

By: *Bryan A. Stirrat*  
Bryan A. Stirrat & Associates  
Bryan Stirrat, President  
1360 Valley Vista Drive  
Diamond Bar, CA 91765

# **EXHIBIT "A"**

## **Scope of Work**

## SCOPE OF WORK

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 the County's Department of Environmental Management and shall provide and make available Consultant's own personnel, sub-consultants, materials, vehicles, communication devices, and other equipment necessary to perform the services, work and tasks designated (referred to hereinafter as "Services"). Services shall be as outlined below, and generally include, but shall not be limited to:

- A. **PRE-COSTRUCTION ACTIVITIES:** Prior to commencement of construction activities at the site, Consultant shall incorporate Contractor and CQA consultant information and modifications to the Remedial Action Work Plan (RAWP) and submit those modified portions of the RAWP to the County and United States Forest Service (USFS) for review and approval.

Consultant shall also provide a Quality Management Plan (QMP) prepared in accordance "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001, reissued May 2006) or equivalent documentation as determined by the Forest Service. The QMP shall be submitted to the County and USFS for review and approval.

In addition, Consultant shall create an FTP web site, specifically for the Meyers Landfill Remedial Action Implementation project. The web site shall be an integral component of the existing BAS web site and shall allow hyperlink access directly to daily reports, meeting minutes, QA/QC reports, drawings, digital photographs, and other project documentation. The web site shall be accessed by specific user name and password to maintain the security of the site.

- B. **CONSTRUCTION MANAGEMENT AND ENGINEERING SUPPORT ACTIVITIES:** As the County's on-site representative, the Consultant shall have overall responsibility for administration of the work being conducted at the site. The Consultant shall maintain communications with the designated County project manager and inform the County as to the status of all aspects of work. At the beginning of the project, the Consultant, the County Project Manager, and the USFS project manager shall discuss and agree upon the distribution procedure of contract documentation, lines of authority, and other administrative issues. The Consultant shall not deviate from those procedures unless directed otherwise.

It is recommended that all construction-related communication and correspondence from contractors performing work at the sites be directed to the Consultant, who shall log the information and then distribute it to the appropriate parties.

In support of this, the Consultant shall establish a temporary field office within the contractor's field trailer at project site. Complete copies of all project related plans, specifications, correspondence, documentation, and record drawings shall be maintained at the field office. The field office shall be equipped with a copier, fax, and computer. The Consultant staff shall use Microsoft Word, for report writing and construction documentation such as daily reports and meeting minutes, Microsoft Project for scheduling, and Microsoft Excel for a variety of spread sheet and graphing functions.

The specific Construction Management (CM) and Engineering support shall be provided as follows:

1. Project Start-Up: Prior to work beginning on a project, the Consultant CM shall develop a format for all project files and acquire all pertinent project documents. Format of reports and decimation shall be reviewed with County's and USFS's project managers to insure that the documentation of construction activities is in accordance with and meets the minimum requirements as outlined in the Remedial Action Work Plan (RAWP), Remedial Design (RD), Scope of Work (SOW), Partial Consent Decree (PCD) and the Record of Decision (ROD). At a minimum, project files shall include:
  - Instructions to Bidders, Contract/Agreement, Proposal, Bid schedule, Sub-Contractors Listing, Bonds, Non-Collusion Affidavit, General Conditions, Special Conditions, Technical Specifications, and QA/QC Requirements.
  - Relative permits and requirements from local governments or regulatory agencies.
  - The RAWP, RD, ROD, SOW, PCD and any other project specific reference specifications, standards, and standard plans.
  - Notice to Proceed and contract time accounting procedure and documentation.
  - Equipment and material submittal log.
  - Correspondence log.
  - Progress payment format in compliance with County requirements.
  - Project personnel and emergency phone numbers.
  - Construction contract change order documentation and approval procedures.
  - Daily construction report format.
  - Required safety documentation and equipment.
  - Project photographic log.
  - Record drawing format.
  - Progress meeting format.

- Pre-construction meeting format.

Prior to beginning work at the site, a pre-construction conference shall be scheduled. The Consultant CM shall prepare an agenda and review it with the County project manager. At a minimum, the agenda shall include the following:

- Introduction of project participants (County, USFS, Design Engineer, CQA consultant, and contractor)
- Lines of communication
- Project health and safety issues
- Emergency notification procedures
- Submittal format
- Requests for information
- Change order/extra work (procedures and approvals)
- Progress payments (schedule and procedures)
- Completion date, time extension procedures, and time accounting
- QA/QC, (review of project requirements)
- Project schedule, milestones
- Special permit requirements
- Review of site specific concerns (plans and specifications)
- Survey requirements

The Consultant CM shall conduct and document the pre-construction conference. Following the conference, the Consultant CM shall prepare minutes of the meeting and shall distribute draft copies to each attendee. Upon receipt and reconciliation of any comments, the Consultant CM shall finalize the meeting minutes for distribution to the attendees.

2. Monitoring of Work in Progress/Compliance Verification: The project inspection and monitoring staff (including the CQA consultant) shall be under the direction of the CM with additional technical support from the BAS engineering and design staff, and the USFS' engineering design consultant. The CM shall evaluate the specific project needs based on the level of activities represented on the contractor's schedule and as dictated by field conditions.

Consultant staff has been cross-trained in a variety of disciplines which provides for efficient monitoring when multiple activities are being undertaken by the contractor. As the contractor's activities increase, decrease, or the critical nature of the work intensifies, the CM staff can be adjusted accordingly to provide for an appropriate level of monitoring. Given the current project understanding, a

single CM is anticipated to be required on-site at all times, with senior level and staff level support provided only on an as-needed basis.

The Consultant CM shall provide detailed reports of all contractor activities. Of particular note will be the recording any deviations from the project specifications or CQA plan. All variances shall be documented and shall be maintained on a "cumulative punch" list until repair and/or remediation has been completed.

3. Project Documentation: Construction documentation provides not only a project history, but is quite often the basis for resolving many outstanding issues. Clarification or adjustment of payment limits, extra work and changed or unforeseen conditions, and ultimately, an evaluation of the completeness of the project, shall all be dependent upon accurate construction documentation.

The following is a brief description of typical documentation that shall be maintained during the project:

Daily Construction Reports: All daily reports shall be finalized by the following day. The report shall include the date, weather, a summary of the equipment working (and nonoperating equipment), manpower, material deliveries, visitors to the site, and a narrative.

The narrative portion of the report shall include sufficient information to convey to County the scope of work that occurred on that day, and the locations in which the work occurred. Particular attention shall be paid to changed or unforeseen conditions, deficiencies noted, and when corrective action is required. If earthwork operations or geosynthetic installations are underway, an additional daily report shall be prepared by the geotechnical CQA monitor.

All reports shall be reviewed by the Consultant CM prior to distribution to appropriate parties.

Cumulative Corrective Action File: A list shall be maintained of all deficiencies and items requiring repair, removal, or remediation. As items are corrected they shall be removed from the list. The contractor shall be kept advised of the items requiring additional work. At the conclusion of the project, those items which have not been completed shall be added to the punch list.

Work Force and Material Daily Reports: When "time and material" work has been authorized, or disputed work is taking place, the

Consultant CM shall keep a detailed summary of the manpower, equipment, and material being used in the operation. The report shall be agreed upon by the Consultant CM and the Contractor, on a daily basis, and signed by each party. The signatures are verification of the labor, equipment, and material used in the operation; however, they do not constitute the approval, or authorization for extra work.

Contract Time Accounting: On a daily basis, the Consultant CM will make a determination as to whether or not the day is to be charged as a "contract day". At the end of each week, a Contract Time Summary shall be prepared and distributed to the Contractor and the County, indicating recommended time extensions for inclement weather, change orders, or unforeseen conditions. The summary shall reflect the adjusted contract completion date, and the remaining contract time. The summary shall be reviewed at each weekly progress meeting.

Contract Change Orders: All change orders or contract modifications must be approved prior to beginning the work. Contract change orders shall be based on either an extension of contract unit prices, an approved contractor estimate, or on a time and materials basis. Anticipated changes may be submitted on a Proposed Change Order form, or letter format. All change orders will be finalized on a separate Change Order document, approved by the County.

Progress Payments: Monthly progress payment applications shall be prepared based on a schedule agreed upon by County and the Contractor. Applications may be prepared on the standard Consultant form (Excel) or a form of the County's preference. The CM shall schedule a meeting with the Contractor to review the Contractor's estimated quantities, prior to preparing the payment application. Standard progress payment packages shall include, Contractors Invoice, Application for Payment (contract summary and signature page), and Contractor's Detailed Monthly Application for Payment (summary of individual bid items status).

Submittals: Prior to work beginning on the project, the CM shall determine the minimum submittal requirements for material and equipment as outlined in the Project Specifications. Anticipated due dates shall be established, and each submittal shall be reviewed for completeness. Submittals shall then be distributed as indicated in the Specifications. Most submittals shall require the approval of the USFS Design Engineer.



Request for Information (RFI) and Design Clarification Log: The same format as outlined for tracking submittals shall be implemented to track RFIs and Design Clarifications. All responses to RFIs and finalization of Design Clarifications shall be reviewed and approved by the USFS Design Engineer and, if applicable, the CQA Officer.

Weekly Progress Meeting Minutes: In addition to the above noted documentation, a weekly progress meeting shall be conducted in which many of the above issues shall be reviewed and documented.

At a minimum the following issues shall be covered:

- Amendments or corrections to previous week's minutes.
- Health and Safety issues.
- Contract time summary to date.
- Progress and schedule review (two week look ahead).
- Submittal review.
- Request for Information review.
- Review any out-of-scope or extra work occurring during the previous week. Any changed or unforeseen conditions that have come to the contractor's attention since the previous week. (If required, separate resolution meetings shall be scheduled to discuss and resolve specific issues).
- QA/QC review and discussion of issues.
- Task specific issues.
- Progress payment (if applicable).

Consultant shall document all discussions at the progress meetings and shall prepare meeting minutes for distribution to all attendees prior to the next scheduled meeting.

4. Schedule and Cost Control: In accordance with the RAWP, the contractor shall be required to submit their proposed schedule during the pre-construction conference. The proposed schedule shall be reviewed against the RAWP and RD for compliance with project milestones. If the proposed schedule meets with the overall intent of the project, the contractor phasing shall then be approved and become the Base Schedule.

At each weekly progress meeting, the contractor shall be required to submit schedule updates and two week look-ahead schedules. These schedule updates shall be reviewed for compliance with the Base Schedule, and if necessary, appropriate changes shall be made to the Base Schedule.

The Consultant project manager shall confer with and advise the County's project manager regarding the status of any significant schedule issues.

All bid proposals shall be evaluated and comparative spread sheets developed. Prior to the actual beginning of construction, Consultant shall develop tracking procedures for each major component of the project. As required, graphs may be developed to reflect various relationships such as time versus expenditure, quantity versus time, or quantity versus expenditure. Consultant has found such plots to be useful in graphically representing the status of a project.

All contract quantities for progress payments and final payment shall be verified by the Consultant CM. Any change orders or modifications that require an adjustment of the total sum of the project shall be documented and tracked. When extra work is authorized, all operations shall be monitored and documented to verify compliance with the intent of the change order or work directive.

5. Construction Close-out: Project close-out procedures shall begin well before the conclusion of this contract. Consultant shall maintain a cumulative listing of project deficiencies and corrective action items as identified by the CQA Contractor. Pre-final inspections shall be implemented to develop project punch lists.

As part of the close-out procedure, the Consultant CM shall review and verify final pay quantities for compliance with the bid schedule and any approved contract additions or deletions. Contract time summaries shall be evaluated and the Consultant CM shall endeavor to resolve any remaining contract time extension issues. Contract Change Orders and extra work items shall be reviewed for completeness. If unresolved issues remain, the Consultant CM shall schedule negotiation meetings with the contractor, and make every attempt to mitigate the item(s). All submittals shall have been received by this time and the Consultant CM shall verify receipt of any manufacturers warranties, record drawings, or other required literature or documentation.

- C. CONFIRMATION MONITORING, SAMPLING AND ANALYSES: As a special item of work, Consultant shall perform verification monitoring, sampling and analyses of the waste removal excavation area in accordance with the RAWP and the RD. After all waste materials have been removed; Consultant shall visually examine the underlying material at the base of the excavation for evidence of residual contamination. If the underlying excavation surface appears

visually to be free of contamination, Consultant shall monitor the exposed surface for the presence of residual volatile organic compounds (VOCs) contamination by sweeping the surface using a photo-ionization detector (PID) with the monitoring tip placed not more than 3 inches from the exposed surface. Concurrent field screening for metals using a hand-held x-ray fluorescence (XRF) spectrometer will be performed only as specifically directed by the County and USFS. Depending on the results of field screening activities, excavation of additional material shall be performed as directed by the USFS. After all suspected contaminated material has been removed, confirmation sampling shall be initiated in accordance with the Field Sampling Plan.

Confirmation samples shall be collected at a frequency of one for every 1000 square feet of the exposed base of excavation from 33-foot x 30-foot grids established at the excavation base. Samples shall be collected from the approximate center of each grid. This grid pattern shall result in the collection of a total of 92 confirmation soil samples. Exact soil sampling locations may be adjusted in the field based on accessibility and site-specific conditions. Each sample location shall be marked on the project as-built drawings and staked in the field for subsequent survey by others. The map shall be maintained on-site for incorporation into the final After Action report. All samples shall be collected from not more than six inches below the current base of the excavation.

Collected samples shall be analyzed by TestAmerica of West Sacramento, California, a state certified analytical laboratory, for the following Chemicals of Concern (COCs):

- CAM 17 Metals, EPA Methods 6010B and 7470A/7471A
- Volatile Organic Compounds, EPA Method 8260B
- Polycyclic Aromatic Hydrocarbons (PAHs), EPA Method 8270C
- Organochlorine Pesticides, EPA Method 8081A
- Dioxins and Furans, EPA Method 8290
- Total Petroleum Hydrocarbons quantified as gasoline (TPH-gas), EPA Method 8260B
- Extractable Total Petroleum Hydrocarbons quantified as diesel (TPH-diesel), EPA Method 8015 with silica gel cleanup

With the exception of dioxin and furan testing, samples shall be analyzed on a standard one week turn-around time basis. Turn-around time for dioxin and furan testing shall be based on laboratory constraints. Based on results of this analytical testing, Consultant shall evaluate the data and determine, through consultation with the County and the USFS whether additional removal is required. As necessary, Consultant shall direct the Contractor regarding any additional excavation that may be required to ensure removal of all material having concentrations of COCs in excess of the established site cleanup levels. Follow-up analytical testing in these cases shall be limited to only those

constituents detected in previous samples. Sample locations will be marked in the field and documented on the as-built drawings.

D. REMEDIAL ACTION COMPLETION CERTIFICATION REPORT: At the completion of the project close-out procedure, the Consultant shall prepare a draft Remedial Action Completion Certification Report (also referred to herein and in the RD as an After Action Report) for submittal to the County and USFS within 30 days after the final construction certification inspection. This report shall include:

- A certification statement by a California Licensed Professional Engineer and the County project manager that the implementation of the OU-1 Remedial Action has been completed in accordance with the approved RD plans and specifications and the RAWP.

The certification statement will read as follows:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

- A narrative description of the work performed.
- A detailed accounting of any deviations from the approved RD, including modifications reviewed and approved by the Forest Service.
- As-built drawings signed and stamped by a California State Registered Professional Engineer showing final construction area configuration (surveyed) as well as details of the structures, facilities, elevations, final cover grading, thickness, and appurtenances installed as part of the construction activities. The as-built drawings shall include, but not be limited to the following information:
  - o The actual location, kinds and sizes of all subsurface utility lines including the average depth below the surface of each run;

- o Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities, noting any changes were made from contract plans;
- o Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, dimensions, etc.;
- o The topography, invert elevations and grades of drainage installed or affected as part of the project construction;
- o Survey of the Final Cover once Construction is complete; and
- o A contour map of the area elevations shall be furnished.
- Documentation of compliance with all remedy Performance Standards including, but not limited to Applicable or Relevant and Appropriate Requirements (ARARs).
- Construction Quality Assurance/Quality Control: all documentation and reports, test results and quality assurance reports, providing evidence that the project CQA Plan (Appendix M) was implemented. Reports shall be signed and stamped by a California State Registered Professional Engineer who is responsible for overall quality testing work. Documentation shall include, but is not limited to:
  - o Daily summary reports (daily record keeping);
  - o Testing and Acceptance reports (Earthen Material: particle size analysis, compaction characterization, classification of soils, liquid limit, plastic limit, plasticity index, and triaxial-cell method with back pressure; Flexible Membrane Liner (FML): preconstruction quality control program, tensile strength, layer thickness strength, peel test for the seaming of the material, pressure test on seamed areas, inspection of placement, inspections of installation of anchors and seals); and
  - o Sampling and analytical results.
- Actual costs of the RA.

- Submittal Register.
- Product Data in accordance with Project Specifications found in the Sukut Construction Contract, Section 01 77 00, Part 1, 1.1.1 SD-03.
- Closeout Submittals in accordance with Project Specifications found in the Sukut Construction Contract, Section 01 77 00, Part 1, 1.1.3, SD-11, and Section 02 56 13, Part 1, 1.3.4.
- As Built Record of Materials and Equipment in accordance with Project Specifications found in the Sukut Construction Contract, Section 01 77 00, Part 1, 1.2.3.
- Spare Parts Data in accordance with Project Specifications found in the Sukut Construction Contract, Section 01 77 00, Part 1, 1.3.
- Equipment/Product Warranty Data and Warranty List in accordance with Project Specifications found in the Sukut Construction Contract, Section 01 77 00, Part 1, 1.4.1.
- Operations and Maintenance Manuals in accordance with Project Specifications found in the Sukut Construction Contract, Section 01 77 00, Part 1, 1.5.
- Summary of the results of the operational and performance monitoring completed.
- As-built Operations Monitoring and Maintenance Plan as described in detailed in the RAWP.

Any deficiencies identified during the review of the Remedial Action Construction Completion Certification Report by the USFS or County shall be corrected and a revised Remedial Action Construction Completion Certification Report submitted within thirty (30) days of receipt of comments.

- E. POST CLOSURE OMMP: With the submittal of the Remedial Action Completion Certification Report, the County shall submit a final Operation, Maintenance, and Monitoring Plan (O&M Plan). The final O&M Plan shall update the January 29, 2009 Interim O&M Plan prepared by the Forest Service as part Final OU-1 Remedial Design and shall address any design modifications that were implemented during the RA and shall incorporate the as-built plans and specifications and manufacturer/vendor information and procedures for all equipment installed during the remedial action. The final O&M Plan shall include:

1. Description of the OU-1 remedy.
2. Protocols and Standard Operating Procedures (SOPs) for:

- a. Routine site inspections;
  - b. Maintenance of cap integrity, drainage systems, roads, and erosion control;
  - c. Maintenance and inspection of OU-1 groundwater wells;
  - d. Maintenance and inspection of landfill gas collection vents;
  - e. Sampling and monitoring of landfill gas, and surface water discharges;
  - f. Maintenance of institutional controls, temporary fencing, site access and security measures as set forth in the Land Use Control Remedial Design.
3. Contingency plan for handling abnormal occurrences and events, including:
    - a. Procedures for addressing and reporting vandalism, failure of a remedy component (example cover system slope failure, damage to surface water drainage system, etc.);
    - b. Contact information for local fire, police, and emergency response personnel.
  4. Site health and safety plan for O&M activities.
  5. Quality assurance project plan (QAPP) for O&M activities.
  6. Equipment and material requirements and equipment replacement procedures.
  7. Community Relations protocols including procedures for responding to complaints.
  8. Estimates of annual O&M costs.
  9. Description of the staffing requirements and qualifications required to conduct site O&M activities.
  10. Identification of the responsible party for conducting O&M activities, including qualifications.
  11. O&M Records and Reporting Procedures, including:
    - a. Format and submission requirements and schedule;
    - b. Maintenance and inspection logs;
    - c. Monthly, quarterly and annual reports;
    - d. Operating costs and record keeping.

The final O&M Plan must be reviewed and approved by the Forest Service. Any deficiencies identified during the review of the final O&M Plan by the Forest Service shall be corrected by the Consultant and reviewed by the County. A revised final O&M Plan shall be submitted by the County within thirty (30) days of the receipt of Forest Service comments.

**EXHIBIT "B"**

**El Dorado County**

**Board of Supervisor's Travel Policy No. D-1**





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 2 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 3 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
  - g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.
2. Approvals Required
- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
  - b. Chief Administrative Office approval is required when travel involves any of the following:
    - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
    - (2) Car rental.
    - (3) Out-of-county overnight travel.
    - (4) Members of boards or commissions, or non-county personnel.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 4 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.
- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.
3. Travel Participants and Number
- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.
- d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 5 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
  - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances:
  - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
  - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 6 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 7 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

(1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 8 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 9 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 10 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 11 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 12 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 13 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 14 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.

# EXHIBIT "C"

## Billing Rate Information

**EL DORADO COUNTY  
MEYERS LANDFILL CONSTRUCTION MANAGEMENT AND CONFIRMATION SAMPLING  
COST BREAKDOWN**

Work Item	LABOR COSTS										DIRECT COSTS					TOTAL COSTS
	Div. Engineer	Proj Mgr.	Const. Inspector	Env. Spec. I	CADD Designer	Tech II	Adm Assistant	Total Hours	Total Labor Cost	Analytical Lab cost+ 10%	Other Direct Costs cost+ 10%	Reimb (Travel) Expenses EDC BOS D-1 Exhibit B	Rental Vehicle Use cost+ 5%	Contingency 10%		
Pre-Construction Activities	8	40	20	60			8	138	\$17,228		\$922			\$1,815	\$19,965	
Construction Management & Engineering Support Activities	60	510	1200				96	1866	\$262,426		\$12,599	\$23,325	\$20,400	\$30,875	\$339,625	
Confirmation Monitoring, Sampling and Analyses						100		100	\$6,800	\$127,500	\$2,521	\$1,879	\$1,500	\$4,000	\$154,000	
Remedial Action Construction Completion Certification Report	8	40		80	8		16	152	\$18,368		\$932			\$1,930	\$21,230	
Post Closure OMMHP	2	8		20	4		4	38	\$4,496		\$204			\$470	\$5,170	
<b>Hour Totals</b>	<b>78</b>	<b>598</b>	<b>1220</b>	<b>160</b>	<b>12</b>	<b>100</b>	<b>124</b>	<b>2292</b>								
<b>Cost Totals</b>	<b>\$14,820</b>	<b>\$99,866</b>	<b>\$150,060</b>	<b>\$15,680</b>	<b>\$1,428</b>	<b>\$6,600</b>	<b>\$10,664</b>		<b>\$299,118</b>	<b>\$127,500</b>	<b>\$17,178</b>	<b>\$25,204</b>	<b>\$21,900</b>	<b>\$49,090</b>	<b>\$539,990</b>	