

ORIGINAL

Aptim Environmental & Infrastructure, Inc.
Environmental Remediation Services for the Diamond Springs Parkway
– Phase 1B Project

AGREEMENT FOR SERVICES #3171

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"), and Aptim Environmental & Infrastructure, Inc., a Louisiana corporation duly qualified to conduct business in the State of California, whose principal place of business is 4171 Essen Lane, Baton Rouge, Louisiana, 70809 and whose local office and mailing address is 180 Promenade Circle, Suite 320, Sacramento, California 95834 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Services, Department of Transportation with environmental services;

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;

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

- A. Consultant's services are to be provided specifically in support of the Diamond Springs Parkway – Phase 1B Project (hereinafter referred to as "Project").
- B. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, vehicles, and services necessary to perform site remediation services for the

Project. 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 Task Orders and/or Work Orders, as applicable, to be issued in accordance with this Agreement.

Unless otherwise indicated, receipt of the fully executed Agreement shall serve as Consultant's Notice to Proceed with the work Specified in Exhibit A, not including Optional Tasks. No payment will be made for any work performed prior to the effective date of the Agreement.

- C. In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by County's Contract Administrator and as accepted in writing by Consultant. Such Optional Tasks may supplement or modify the Scope of Work identified in Exhibit A hereto or may include, but not be limited to, additional items of work that are deemed critical by County's Contract Administrator to the furtherance of completing the Project.

Before proceeding with any work concerning Optional Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders and/or Work Orders, to be issued in accordance with this Agreement. County's Contract Administrator will issue a written Task Order for work assignments where the not-to-exceed cost itemization is greater than \$50,000. County's Contract Administrator will issue a written Work Order for work assignments where the not-to-exceed cost itemization is \$50,000 or less.

The specific services for each Optional Task 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, any necessary permits, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work for the Optional Tasks, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order and/or Work Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Task work performed prior to approval and full execution of the Task Order and/or Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order and/or Work Order.

Further, the parties agree that Consultant shall not be considered a handler, generator, operator, treatment provider or storage provider, transporter, or disposer

under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law and shall only toxic or hazardous substances at the direction of and as the agent of the County.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and/or Work Orders and Task Order and/or Work Order Amendments, as applicable, on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and/or Work Orders and Task Order and/or 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 Task Orders and/or Work Orders issued for Optional Tasks, if any, shall be in accordance with dates specified in each Task Order and/or Work Order. No payment will be made for any work performed before or after the period of performance in the Task Order and/or Work Order, unless County's Contract Administrator and Consultant amend the Task Order and/or Work Order, if applicable. No Task Order and/or Work Order will be written which extends beyond the expiration date of this Agreement, or which exceeds the cumulative total of the Optional Tasks estimate amount.

- D. If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer 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.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A or in the individual Task Orders and/or Work Orders that may be issued for Optional Tasks pursuant to this Agreement. Failure to submit the required deliverables in the format 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 this Article and Exhibit A, 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 or in individual Task Orders and/or Work Orders issued pursuant to this Agreement, 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.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost plus ten (10) percent, 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.

Reimbursement for mileage expenses for Consultant and 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. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof, or in the budget of an approved and fully executed Task Order and/or Work Order, if any, issued pursuant to this Agreement. 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.

The total amount of this Agreement shall not exceed \$300,000.00, inclusive of all costs, Task Orders and/or Work Orders, and expenses.

For the purposes of budgeting the items of work identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Exhibit C. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various Items of Work. In the performance of the Scope of Work to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Items of Work or Tasks, Other Direct Costs, Optional Tasks, and subconsultants identified therein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

In accordance with ARTICLE VI, Prevailing Wage, Consultant shall provide County's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable Project. No invoice shall be paid until the certified payroll is submitted. Consultant shall keep payroll records in accordance with California Labor Code Section 1776. Consultant also remains responsible for directly filing its certified payroll with the Department of Industrial Relations.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. 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
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports 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 or progress reports 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

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that

Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Separate detail shall be provided for each Task Order and/or Work Order. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VI

Prevailing Wage: County requires Consultant's services on public works project(s) involving local funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state prevailing wage rates, statutes, rules, and regulations then in effect. 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.

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 VII

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 VIII

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 IX

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 X

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 XI

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, reports, and test results, 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 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, Department of Transportation 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.

The obligations under this Article XI do not apply to any confidential information that Consultant can demonstrate: (a) is or becomes publicly available without breach of this Agreement by Consultant; (b) is independently developed by Consultant without use of any confidential information; or (c) is received by Consultant from a third party that does not have an confidentiality obligation to County; (d) where a written release is obtained by the receiving party from the originating party; or (e) where permitted by this Agreement.

Consultant may disclose confidential information to the extent that, in the reasonable opinion of Consultant's legal counsel, it is legally required to be disclosed. Consultant shall notify County within a reasonable time prior to disclosure, to the extent allowable under law, and allow County a reasonable opportunity to seek appropriate protective measures. Any such disclosure shall be limited in scope, nature, and degree that is reasonably deemed necessary by counsel.

ARTICLE XII

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 XIII

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 subcontractors, 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 XIV

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 XV

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 XVI

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 XVII

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 XVIII

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 XIX

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 Task Orders and/or 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 XX

Consultant's Project Manager: Consultant designates Susanne Kraemer, Client Program Manager, 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 Task Orders and/or 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 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. 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.

- 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 Task Order and/or Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County without cause. 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 Task Order and/or 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 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
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew D. Smeltzer
Deputy Director
Fairlane Engineering Division

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:

Aptim Environmental & Infrastructure, Inc.
180 Promenade Circle, Suite 320
Sacramento, California 95834

Attn.: Rob Delnagro, Senior Project Manager

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, provided that County's failure to immediately or timely notify Consultant does not limit or waive Consultant's defense and indemnity obligations in this Article. 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 \$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 \$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 \$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 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 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

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 XXVII

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 XXVIII

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 XXIX

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 XXX

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 XXXI

County Payee Data Record Form: All independent contractors 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 XXXII

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 XXXIII

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 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 Matthew Smeltzer, P.E., Deputy Director, Fairlane Engineering Division, Community Development Services, Department of Transportation 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 Concurrence.

Requesting Contract Administrator Concurrence:

By: 
Matthew D. Seltzer, P.E.
Deputy Director
Fairlane Engineering Division
Community Development Services
Department of Transportation

Dated: 8/23/18

Requesting Department Concurrence:

By: 
Rafael Martinez
Director
Community Development Services
Department of Transportation

Dated: 8/28/18

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

-- COUNTY OF EL DORADO --

By: 

Dated: 8/28/2018

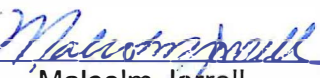
Board of Supervisors
"County"

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

By: 
Deputy Clerk

Dated: 8/28/2018

-- APTIM ENVIRONMENTAL &
INFRASTRUCTURE, INC. --

By: 
Malcolm Jarrell
President
"Consultant"

Dated: 8/20/2018

By: 
Joshua Decuir
Assistant Corporate Secretary

Dated: 8/21/2018

Aptim Environmental & Infrastructure, Inc.

Exhibit A

Scope of Work

In accordance with the Agreement between County and Consultant, Consultant shall complete the work described below. Consultant's services are specifically to environmental remediation tasks for the Diamond Springs Parkway – Phase 1B Project (Project):

Project Description

County's proposed Project involves the construction of Diamond Springs Parkway, a 4-lane roadway running east-west between State Route 49 south of Bradley Drive, to Missouri Flat Road north of China Garden Road. The proposed Parkway will overlap with the former Diamond Lime Quarry plat footprint, over areas where high pH soil has been confirmed.

The overall objective of the scope of services is to determine a preferred remediation solution for the former lime plant site which will reduce the pH of stormwater and runoff from the site to levels within levels acceptable to the Water Board, meeting water quality standards.

County anticipates that, at a minimum, the following remediation methods, or a combination thereof will be evaluated: 1) in-place treatment, 2) source isolation, 3) source removal, and 4) excavation and treatment.

Task 1 - Site Conceptual Model – Activity ID WBS P500P

County will provide Consultant with data files, AutoCAD, GIS, Access, Excel and/or Word files of applicable environmental studies and documents related to the Project. Consultant shall consolidate the Project data needed to expedite the assessment of remaining data gaps and to support remedial design.

Consultant shall compile the data with the working Site Conceptual Model (SCM) and assess areas that need additional data to refine waste volume, degree the mixed waste, or bedrock topography. This effort shall include the data pending for the Abel Trust property.

Activities:

- Consultant shall attend kick-off meeting with County
- Consultant shall compile and review electronic files provided by County

- Consultant shall effectively manage Project schedule established between Consultant and County following kick-off meeting

Schedule:

- Consultant and County shall develop a schedule for deliverables prior to the beginning of task implementation.

Task 2 - Site Characterization -- Activity ID WBS P500P

Consultant shall implement a comprehensive remedial approach for the property through site characterization and address potential data gaps in order to meet the goal of eliminating the high pH discharges.

Consultant shall confer with County on the potential remedies, four (4) types of which County has identified and are discussed in Task 3. The data quality objectives (DQOs) developed by Consultant shall ensure sufficient data are collected to complete the remedial alternative evaluation and minimize data needed to complete the remedial design.

Consultant shall build on previous investigations and use direct push borings and field pH measurements to better delineate lime waste and further assess the bedrock surface. Consultant's focus shall be to confirm the lateral and vertical extent of the unconsolidated lime waste particularly:

- At the base of the bedrock trough in the center of the Lindeman property
- Targeted refinement sampling in the Appendix area
- Complete the waste and bedrock assessment at the Abel Trust property using the pending data as a starting point
- Evaluate the degree that pozzolonic reactions have occurred

Depending on the results of the Abel test pits, Consultant and County shall consider performing a seismic survey to map the bedrock at the Abel property. Seismic profiles may be also be used to refine the bedrock trough on the Lindeman property.

Consultant's work plan shall specify specific locations for pH sampling. The plan shall include the approach to select step-out pH sample locations in the field to complete the site characterization and bedrock topography.

If in-site treatment appears viable, Consultant shall propose additional soil characterization to assess the percent of calcium oxide (CaO) in the lime waste and to what degree the CaO has converted to calcium carbonate (CaCO₃). Additionally, to evaluate potential beneficial use of the waste, Consultant shall review the metal results and work with the Central Valley Regional Water Quality Control Board (RWQCB) to determine the status of the waste material.

Consultant shall test the compressive strength of the soil cover and the compacted mixed lime waste, and depending on the distribution of previous permeability samples, collect additional permeability samples for the cap and compacted lime waste.

Activities:

- One (1) meeting with County
- One (1) meeting with stakeholders
- One (1) meeting with RWQCB and County to finalize work plan and minimize comments and response time on documents to stay within Project schedule
- Preparation of a draft and final Field Sampling, Quality Assurance, and Health and Safety Plans (Work Plan)
- Prepare draft response to County's comments of Work Plan

Deliverables:

- Draft submittal of Work Plan
- Draft response to County's comments of Work Plan
- Final submittal of Work Plan for submission to the RWQCB

Assumptions:

- Temporary wells, if needed, shall be installed by direct push method. The characterization work shall be completed in one (1) mobilization.
- Five (5) days of direct push sampling to depths up to twenty-five (25) feet below ground surface based on eight (8) hour days and prevailing wages.
- Field testing for pH for both soils and groundwater.
- Confirmation samples will be collected at a rate of one (1) sample for every ten (10) samples tested in the field.
- Five (5) samples each for groundwater and soil media will be submitted to SunStar Laboratories, Inc. for analysis for pH using Environmental Protection Agency (EPA) Methods 150.1 and 9045D.
- Appropriate quality assurance and quality control samples (i.e., blanks, duplicate, and field documentation).

Schedule:

- Consultant and County shall develop a schedule for deliverables prior to the beginning of task implementation.

Task 3 - Feasibility Study/Remedial Action Plan – Activity ID WBS P500P

Consultant shall prepare a comprehensive report as a Remedial Alternatives Study (RAS) to evaluate the most feasible remediation alternatives. This report shall present

additional data collected and the updated SCM. The SCM shall identify the areas that require remediation.

Consultant shall prepare the RAS following the State guideline for a Remedial Action Plan (RAP) under the Cal/EPA RAP process. Pursuant to California Health and Safety Code Section 25356.1, the State's RAP policy requires evaluation of the alternatives using the same Federal National Contingency Plan nine criteria. However, Section 25356.1(d) of the Health and Safety Code specifies six (6) additional factors against which, the remedial alternatives in the RAP must be evaluated and include:

1. Health and safety risks
2. Beneficial uses of site resources
3. Effect of the remedial actions on groundwater resources
4. Site-specific characteristics
5. Cost effectiveness of alternative remedial action measures
6. Potential environmental impacts of alternative remedial action measures

During this process, Consultant shall communicate with County and RWQCB to focus the alternatives chosen for evaluation to include only those that are feasibly implemented.

When relevant, actions to control stormwater flow and its removal shall be combined with the alternatives described below. Therefore, all alternatives shall include a hydrologic solution to optimize drainage, such as infill of the retention pond, surface water channels, and reworking drainage through the railroad foundation. This work shall be coordinated with County to assess incorporation of the design into the roadway Project.

The Feasibility Study (FS) shall evaluate No Action and potential alternative in these categories:

- In-place treatment
- Source isolation
- Source removal
- Excavation and treatment

Assumptions for Outline of RAS:

- Executive Summary
- Introduction/Background/Additional Characterization
- SCM and Areas Targeted for Remedy
- Identification and Screening of Technologies
- Remedial Action Objectives
- Potential Applicable or Relevant and Appropriate Requirements

- Pre-screening of potential feasible options [Assumes a maximum of ten (10) sub-options provided in a simple table or flowchart format and screen out to three (3) viable Alternatives]
- Three (3) Remedial Action Alternatives
- Three (3) Detailed and Comparative Analysis for Remedial Alternatives

Other Assumptions:

- Interim Remedial Remedy to treat groundwater at the discharge point at the North Pond was not provided by Mr. Lindeman's consultants. The need for an interim system may be required by the RWQCB. If necessary, Consultant shall design a neutralization system to address the seeps.

Deliverables:

- Draft submittal of RAS
- Draft response to County's comments
- Final submittal of RAS to County

Schedule:

- Consultant and County shall develop a schedule for deliverables prior to the beginning of task implementation.

Task 4 - Remedial Design – Activity ID WBS P430P

Consultant shall prepare excavation and disposal alternative design documents including calculations, drawings, and cost estimate to implement the final remedy. Consultant shall work closely with County to expedite the design process.

The RAS shall provide the starting point of the design process. Potential constraints shall need to be identified, such as funding, stakeholders, access, and completion date issues. Additional pre-design information may need to be collected depending on the selected alternative such as a treatability study if an in place treatment is selected.

Consultant shall provide value engineering for design optimization. Consultant's internal reviews shall focus on meeting the RAP requirements, bid-ability, constructability, and operability, nuisance control, calculation accuracy, and impacts to the roadways surrounding the site that might reduce access to the Waste Connection Site. Consultant shall produce design to County at thirty (30) and one hundred (100) percent and incorporate County comments into Final Design.

Principles of Value Engineering shall be used concurrently in Consultant's design process to specifically look for cost-control technique, and identify potential high-cost elements that can be redesigned. This aspect shall include assessing cost savings that

might be achieved by incorporating the remedy into the site preparation and construction of the Diamond Springs Parkway.

Assumptions:

- Six (6) meetings with County to confirm the steps for design review and submittal schedules to County.
- County shall perform a preliminary and final design review. Consultant shall confirm with County when preliminary design documents will be provided and whether additional review points may be useful for County.
- The final design shall address County's comments and shall be stamped/signed by Consultant's licensed professional engineer.

Deliverables:

- Design of an excavation and disposal alternative
- Accompanying documentation of calculations, drawings, and a detailed cost estimate
- Design at thirty (30) percent
- Design at one hundred (100) percent

Schedule:

- Consultant and County shall develop a schedule for deliverables prior to the beginning of task implementation.

Task 5 - Contract Documents – Activity ID WBS D415I

Consultant shall work with County to prepare the bid documents. Consultant shall prepare the technical aspects of the bid, such as the plans and specifications.

Consultant shall identify additional pre-mobilization activities such as Project construction and transportation plans, listing of required permits and notifications, and potential reporting requirements to the California Air Resources Board or RWQCB for the National Pollutant Discharge Elimination System construction requirements prior to initiation of the remedy.

Assumptions:

- County will provide the contractual conditions, bid requirements, award criteria, payment terms, and other legal documentation for Consultant to incorporate into the final bid packages for advertising the remediation Project.
- Consultant shall attend a site walk with potential bidders.

Deliverables:

- Technical portion of the bid package
- Identification of pre-mobilization activities

Schedule:

- Consultant and County shall develop a schedule for deliverables prior to the beginning of task implementation.

Task 6 - Construction Oversight – Activity ID WBS C010E

Consultant shall have clear communication with the selected remedial contractor, the County, and their construction oversight team. Consultant shall coordinate with the entire team to design an appropriate, clear, and consistent communication, both verbally and electronically, to meet the objective.

Consultant shall meet with the prime contractor prior to the start of the Project to understand the contractor's approach to implement the Remedial Design. These meetings shall identify potential obstacles for the contractor to accommodate equipment, meet regulatory requirements, and/or establish communications and information lines to complete the work. These lines of communication shall be evaluated throughout the Project and adjusted to ensure coordination between the contractor, County, and Consultant are clear and productive.

Consultant shall provide a Construction Quality Assurance (CQA) engineer to oversee the remedial contractor. The effort for oversight shall depend on the alternative selected.

The CQA scope shall include:

- Ensure compliance with the Final Design by monitoring and documenting field activities
- Ensure compliance with site sampling requirements
- Ensure contractors' compliance with stormwater BMPs
- Ensure that all traffic controls are present and that all required air monitoring is being conducted

Consultant shall work with the contractor to provide regular reports on the progress, sampling results, and other specific reporting, which shall be dependent on the alternative selected.

Consultant shall require the contractor to maintain a record of all transportation and soil disposal.

Consultant shall set up a Sharepoint site for the site data. The oversight project shall use the site to upload documents and data to track the remedial progress and the accompanying documentation. The sites shall allow the remedial project team, County, Consultant, and remedial contractor to access and upload their applicable data. An additional private subsite with the County shall be set up to provide cost-tracking information, progress reporting, and milestones.

Consultant shall meet with County to establish the progress reporting required by the County. Consultant shall collect, catalog, and store photo documentation of the remedy. In the pre-planning phase, Consultant shall discuss several options of providing the final documentation and photos to meet County document requirements.

Consultant shall provide the final post-construction report to County. Consultant shall manage the flow of field data and documentation to be stored in formats to be report ready.

Assumptions:

- Attend one (1) Kickoff meeting with the contractor
- Attend one (1) meeting with County to establish progress goals
- Construction oversight shall only be required for up to ten (10) days
- The contractor is responsible for obtaining any permits and ensuring all County, State, and industry protocols are followed
- Consultant shall not be responsible for health and safety oversight

Deliverables:

- Draft submittal of post-construction report
- Draft response to County's comments
- Final submittal of post-construction report to County

Schedule:

- Consultant and County shall develop a schedule for deliverables prior to the beginning of task implementation.

Optional Services

County may require Consultant to perform Optional Services. Such Optional Services may supplement, expand, or otherwise modify the Scope of Work and may include, but not be limited to, tasks that are deemed critical by County's CA. If Consultant's services are required for Optional Services, Consultant shall submit a written scope of work for the specific tasks identified as well as a not-to-exceed budget amount and schedule for the Tasks. County's CA will issue separate written Task Orders and/or Work Orders for Consultant to perform those tasks in accordance with the provisions of this Agreement.

Consultant shall not commence any work on Optional Services prior to receiving a fully-executed Task Order or Work Order, as applicable, from County.

Aptim Environmental & Infrastructure, Inc.

Exhibit B

Rate Schedule

Item	Rate
LABOR	
Project Manager III	\$210.00 / hour
Scientist III	\$110.00 / hour
Senior Project Engineer I	\$140.00 / hour
Senior Project Engineer II	\$175.00 / hour
Project Scientist IV	\$175.00 / hour
Scientist II	\$75.00 / hour
HSE Manager II	\$150.00 / hour
Science Manager II	\$195.00 / hour
Manager Engineering I	\$175.00 / hour
Environmental Engineer III	\$125.00 / hour
Scientific Technician III	\$90.00 / hour
Scientist V	\$150.00 / hour
Scientist IV	\$110.00 / hour
Administrative Assistant II	\$75.00 / hour
Subcontracts Admin III	\$100.00 / hour
Quality Assurance Specialist III	\$90.00 / hour
Geospatial Analyst I	\$90.00 / hour
Administrative Assistant III	\$85.00 / hour
OTHER DIRECT COSTS	
PPE (acid-resistant)	\$125.00
Field Truck/Gasoline	\$230.00 / day
Consumables	\$100.00 / day
GPS	\$115.00 / day
pH Meter	\$75.00 / day

Travel, ordinary supplies, and equipment charges are included in the above hourly rates. Other direct Project charges will be billed at actual cost plus ten (10) percent, including subconsultants and the other direct costs listed in Exhibit C, Cost Estimate.

Mileage reimbursement rates apply to Consultant and to subconsultants authorized in accordance with ARTICLE III, Compensation for Services, of this Agreement. There shall be no markup on any mileage expenses.

Aptim Environmental & Infrastructure, Inc.

Exhibit C

Cost Estimate

<u>Item of Work</u>	<u>Amount</u>
Task 1 – Site Conceptual Model Confirmation	\$11,780.00
Task 2 – Site Characterization	\$36,330.00
Task 3 – Feasibility Study/Remedial Action Plan	\$45,550.00
Task 4 – Remedial Design	\$54,440.00
Task 5 – Contract Documents	\$19,400.00
Task 6 – Construction Oversight	\$36,850.00
Task 7 – Optional Tasks	\$54,522.00
Consultant Subtotal	\$258,872.00
Consultant Other Direct Costs(including mileage)	\$13,600.00
Consultant Total	\$272,472.00

<u>Subconsultants</u>	
Cascade Drilling	\$21,808.00
Morrow Surveying	\$1,540.00
Sunstart Laboratories	\$220.00
B&B Utility Locating, Inc.	\$2,640.00
Environmental Logistics	\$1,320.00
Subconsultant Total	\$27,528.00
Total Project Estimate	\$300,000.00

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks, Other Direct Costs, Optional Tasks, and subconsultants, identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.