

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE June 5, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Construction Contract for the Geer Road Landfill Groundwater Plume Investigation Project to Boart Longyear Company of Glendale, Arizona

STAFF RECOMMENDATIONS:

1. Approve the conditional award of the contract in the amount of \$228,500 to the Boart Longyear Company of Glendale, Arizona, for the construction of the Geer Road Landfill Groundwater Plume Investigation Project subject to receipt of appropriate insurance and bonds.
2. Authorize the Director of the Department of Environmental Resources, or her designee, to execute a contract with the Boart Longyear Company, for \$228,500, and to sign necessary documents.
3. Authorize the Director of the Department of Environmental Resources, or her designee, to execute change orders in accordance with Public Contract Code, Section 20137.
4. Upon project completion, authorize the Director of Environmental Resources, or her designee, to accept the completed improvements and perform all necessary closeout activities.

FISCAL IMPACT:

Stanislaus County's consultant, SCS Engineers, determined the engineer's estimate for this improvement project to be \$287,760. These funds were not included as part of the Proposed Budget for Fiscal Year 2011-2012, i.e., the Geer Road Operating Fund, because the estimate was still being developed. On May 1, 2012, the Board of Supervisors approved an increase in revenue and appropriations during the Third Quarter Financial Report to cover this expense. One bid was received for this work in the amount of \$228,500 so adequate funds exist to cover this expense within the Fiscal Year 2011-2012 Operating Budget.
(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2012-271

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award the Construction Contract for the Geer Road Landfill Groundwater Plume Investigation Project to Boart Longyear Company of Glendale, Arizona

FISCAL IMPACT (Continued):

These appropriations will also roll-forward into Fiscal Year 2012-2013 once the purchase order for this project is established.

DISCUSSION:

The Geer Road Landfill (Landfill) in Modesto, California, is owned jointly by Stanislaus County (County) and the City of Modesto and is managed by the Department of Environmental Resources. The Landfill was operated from 1970 to 1990 during which time it provided for the disposal needs of the unincorporated County, the City of Modesto, as well as the other eight local cities.

Groundwater impacts in the form of volatile organic compounds (VOCs) have been known to exist at the site since the mid-1980s. Since that time, actions taken to address the impacts have included closing and capping the landfill, installing and operating a landfill gas (LFG) extraction and flare system, expanding the LFG system, and installing and operating a groundwater extraction and treatment system. Additional monitoring wells have also been installed over time to assess groundwater conditions in and around the site.

In April 2011, the Central Valley Regional Water Quality Control Board (RWQCB) adopted a Cease and Desist Order (CDO), No. R5-2011-0021, and a Revised Monitoring and Reporting Program, No. R5-2011-0022, for the Landfill. The CDO requires the County to submit several work plans and reports based on an outlined compliance schedule. One of the Ordered items required that a Groundwater Plume Investigation Work Plan be submitted by December 30, 2011, to define the vertical and lateral extent of the groundwater plume, in all groundwater zones affected by the landfill release. A Work Plan was submitted to the RWQCB on June 30, 2011, to satisfy this requirement.

The Work Plan proposed the installation of six (6) additional groundwater monitoring well pairs (12 wells total) and contained other required information including Monitoring Well Installation Work Plans and Monitoring Well Installation Reports. Comments on the Work Plan were received from RWQCB in a letter dated November 18, 2011. This letter approved the Work Plan, with some minor revisions, but required a final Work Plan to be submitted to RWQCB no later than January 31, 2012. A Revised Work Plan was submitted to RWQCB on January 20, 2012.

Subsequent to the installation of the required new monitoring wells, the CDO requires the submittal of a Groundwater Plume Investigation Report, a Report of Waste Discharge, and revised Water Quality Protection Standards, all due to RWQCB by December 30, 2012.

The County's consultant, SCS Engineers, prepared the engineer-stamped plans, specifications, and materials list for the Groundwater Plume Investigation Project (Project) and staff worked cooperatively with both County Counsel and the Department of Public Works to take the lead on this project because of the critical timelines it includes. On March 20, 2012, the Board of Supervisors approved and adopted the plans and specifications for the Project and directed Department staff to publish the Notice Inviting Bids (Notice). On March 21, 2012, the Notice was posted with Modesto Reprographics and on March 24, March 31, and April 7,

Approval to Award the Construction Contract for the Geer Road Landfill Groundwater Plume Investigation Project to Boart Longyear Company of Glendale, Arizona

2012, the Notice was published in the Modesto Bee. On May 9, 2012, one bid was received and opened from the Boart Longyear Company of Glendale, Arizona, in the amount of \$228,500. A review of the bid submittal indicates that bidder meets the requirements as specified in the bid document and on that basis, the Notice of Intent to Award was issued on May 18, 2012.

This Geer Road Landfill Groundwater Plume Investigation Project is categorically exempt from the California Environmental Quality Act (CEQA), per the following: Section 21084 of the Public Resources Code requires that a list of classes of projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA, be identified. In response to this requirement, the Secretary for Resources identified several classes of exempt projects including the following: Section 15308, of Title 14 of the California Code of Regulations, Article 19: Categorical Exemptions: Class 8 consists of actions taken by regulatory agencies (such as the RWQCB), as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment. On this basis, a Notice of Exemption under CEQA was filed with the County Clerk-Recorder on May 24, 2012.

POLICY ISSUE:

Approval to award the construction contract for the Geer Road Landfill Groundwater Plume Investigation Project is consistent with the Board's priorities of A Safe Community, A Healthy Community, and A Well Planned Infrastructure System. It provides for the completion of a critical step in meeting mandates imposed in April 2011 by the Regional Water Quality Control Board; the regulatory agency with primary oversight of the Geer Road Landfill. In addition, it supports the Department of Environmental Resources' mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships, and environmental regulation.

STAFFING IMPACTS:

There are no staffing impacts associated with this item. The Department of Environmental Resources will oversee the Geer Road Landfill Groundwater Plume Investigation Project with existing staff.

CONTACT PERSON:

Jami Aggers, Interim Director of Environmental Resources, Telephone: 209-525-6770



DEPARTMENT OF ENVIRONMENTAL RESOURCES

3800 Cornucopia Way, Suite C

Modesto, CA 95358

Phone: (209) 525-6700

Fax: (209) 525-6774

AGREEMENT

This Agreement, made this June 18, 2012, by and between Boart Longyear Company (the "Contractor") and the County of Stanislaus (the "County").

ARTICLE I

The Contractor will provide all the materials, tools, equipment and labor and perform all the work necessary to complete in a good workmanlike manner:

BID NAME: Installation of Six (6) Pairs of Groundwater Monitoring Wells
BID NO. 12-1-SMG

as set forth in the Bid of the Contractor and in accordance with the bid, Notice to Bidders, Information for Bidders, General Conditions, plans and specifications, bonds, addenda, and any documents particularly required or provided, all of which are attached hereto and made a part hereof. All of the foregoing documents, together with this Agreement, comprise the contract.

ARTICLE II

All of the Work included in this contract is to be performed under the direction of the County, and in conformity with the true construction and meaning of the contract, as determined solely by the County.

ARTICLE III

No alterations in the Work shall be made except upon a written change order issued by the Stanislaus County Department of Environmental Resources. The amount to be paid by the County or to be deducted from the contract price by virtue of such alterations shall be detailed and stated in said change order and shall be approved in writing by the County and the Contractor.

Changes, additions, and alterations in the Work, may be ordered in writing by the Director of the Department of Environmental Resources of the County of Stanislaus in the form of a written change order.

ARTICLE IV

The Contractor shall commence the Work in coordination with SCS Engineers and upon receipt of the Notice to Proceed given to it by the Department of Environmental Resources shall prosecute said Work in a prompt, diligent and workmanlike manner. The Contractor shall complete the Work no later than

"September 11, 2012"

unless extension or suspension of the Work is agreed to in writing by the County. Time is of the essence in this Agreement.

ARTICLE V

County shall pay to Contractor in due course and at the usual time for payment of County obligations after the last day of each month, ninety-five percent (95%) of the cost of the Work completed and material properly stored on the job site, which cost shall be determined by the County. A final payment of five percent (5%) of the contract price shall be due the Contractor 35 days after acceptance of the Work, provided that the Contractor furnishes to the County satisfactory evidence that all obligations for labor and materials have been satisfactorily fulfilled within the said 35 day period, and further provided that no payment shall be construed to be an acceptance of defective work or improper materials.

Except as otherwise prohibited by law, Contractor may elect to receive all payments due under the contract without any retention. If Contractor so elects, it shall deposit with County securities with a value equal to the monies, which would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by County as to both sufficiency and form.

ARTICLE VI

Prior to commencing the Work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and materials furnished in the prosecution of the contract Work. Prior to commencing the Work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

ARTICLE VII

The Contractor shall take out and maintain during the life of the contract the insurance required and listed in the General Conditions, Section 2.14, of the contract documents.

ARTICLE VIII

When the Work is completed and ready for final inspection, the Contractor shall notify the County which shall make such final inspection within five (5) days after notice.

If the County shall approve the Work and find that the Work is complete and ready for acceptance and shall accept the same, the final payment of the contract price shall be due as provided in Article V, hereof.

ARTICLE IX

Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates. Contractor is required to post a copy of these prevailing wage rates at the job site.

ARTICLE X

Whenever any act is directed to be done or notice directed to be given by or to the County hereof, the same may be done or given by or to the Director of the Department of Environmental Resources.

ARTICLE XI

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. Contractor shall comply with the Subcontractor Listing Law. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.


ARTICLE XII

Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

ARTICLE XIII

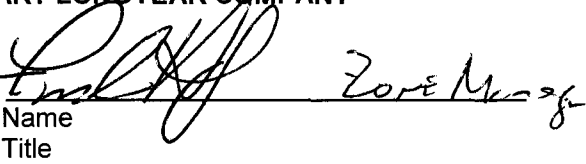
Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Director of the Department of Environmental Resources.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Sonya K. Harrigfield
Director

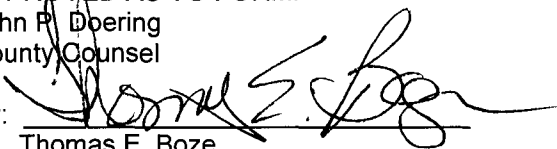
"County"

BOART LONGYEAR COMPANY

By: 
Name
Title

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

STANISLAUS COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES

FOR

BID 12-01-SMG

TECHNICAL SPECIFICATIONS

(See Scope of Work contained in this package and also see the attached plans and specifications)

GENERAL CONDITIONS.

2.01 OWNER. The term "Owner", where used herein, shall mean the County of Stanislaus, a political subdivision of the State of California.

2.02 BOARD. The term "Board", where used herein, shall mean the Stanislaus County Department of Environmental Resources of the County of Stanislaus, California.

2.03 ENGINEER. The Director of Environmental Resources shall supervise and be responsible for the Work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Director of the Department of Environmental Resources of the County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

2.04 CONTRACTOR. The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the Work described and specified herein has been awarded to by the Board.

2.05 SUBCONTRACTOR. The term "Subcontractor", where used herein, includes only those having a direct contract with the Contractor for the Work or portion of the Work described and specified herein.

2.06 WORK. The term "Work", where used herein, includes all labor, materials and any necessary equipment required for complete performance of the contract.

2.07 CONTRACT DOCUMENTS. The term "Contract Documents", where used herein, includes the following: The Notice to Bidders, the Instructions to Bidders, the General Conditions, the plans and specifications, the bid, the Agreement, the general bond and insurance certificates. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

2.08 PLANS AND SPECIFICATIONS. The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof, and the plans and drawings, if any, accompanying same which are made a part hereof.

2.09 AGREEMENT. The Contractor to whom the Work is awarded shall, within ten days after receipt of the contract documents as mailed by the Department of Department of Environmental Resources, enter into an agreement with the owner. The form of agreement is attached herein and made a part of these General Conditions.

2.10 MATERIAL, LABOR, EQUIPMENT AND OTHER FACILITIES. Unless otherwise provided, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the Work.

2.11 PERMITS AND LICENSES. All permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor, except those secured by Owner and so noted.

2.12 INSPECTION OF WORK. A representative of the Owner shall, at all times, have access to the Work and the Contractor shall provide proper facilities for such access and for inspection. The Contractor's attention is directed to Government Code Section 1126 and Stanislaus County Department of Environmental Resources regulations wherein the Owner's representative is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value or use of equipment or facilities, and agrees to abide by the section and regulations.

2.13 BONDS. The Contractor shall furnish and deliver to the Board a surety bond in the amount equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract.

Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds shall be notarized.

2.14 INSURANCE.

2.14.1 Scope of Coverage. Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

(a) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form which uses a general aggregate limit, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Fire Insurance. Builder's Risk Fire Insurance, including Extended Coverage and Vandalism and Malicious Mischief endorsements, jointly in the name of the Owner and the Contractor, such insurance at all times to be of sufficient amount to cover fully all loss or damage to the Work under this agreement, resulting from fire and perils covered by the above-referenced endorsements, with limits of not less than one hundred percent of the contract price.

(c) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the Work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(d) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the Work of this Agreement.

2.14.2 Deductibles, Self-insured Retentions and Named Insureds. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by Owner. At the option of the Owner, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash or letter of credit guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.

2.14.3 Additional Insured. The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance, naming the Owner and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the Owner and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

2.14.4 Primary Insurance. The Contractor's insurance coverage shall be primary insurance regarding the Owner and Owner's officers, officials and employees. Any insurance or self-insurance maintained

by the Owner or Owner's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

2.14.5 Compliance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner or its officers, officials, employees or volunteers.

2.14.6 Application of Insurance. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.14.7 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail has been given to Owner.

2.14.8 Acceptability of Insurers. Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A:VII.

2.14.9 Subcontractors. Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

2.14.10 Verification of Coverage. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

2.14.11 Limitation of Liability. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

2.15 DEFENSE AND INDEMNIFICATION.

2.15.1 Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

2.15.2 To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence.

2.15.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.

2.15.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

2.15.5 To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

2.15.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

2.16 ASSIGNMENT OF CONTRACT. Contractor shall not assign the contract or sublet it as a whole without written consent of the owner, nor shall the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

2.17 PREVAILING WAGES. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the County of Stanislaus, \$25.00 for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the Work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of the contract. The Contractor is required to post a copy of these prevailing wage rates on the job site.

The Owner will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the Owner on the contract.

2.18 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS. Each bid shall have listed therein the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. A sheet for listing the subcontractors, as required herein, is included in the Bid. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractor or by making unauthorized substitutions.

2.19 STANDARD SPECIFICATIONS AND CODES. All Work herein specified shall be performed in accordance with applicable sections of the following Standard Specifications or Codes which are herein named and hereby made a portion of these specifications. In a case of conflict between these specifications and said Standards, these specifications shall be paramount.

Stanislaus County Code Title 16, Chap. 16.05 (Uniform Building Code, 1994 Edition)
 Stanislaus County Code Title 16, Chap. 16.10 (Uniform Plumbing Code, 1994 Edition)
 Stanislaus County Code Title 16, Chap. 16.15 (National Electric Code, 1993 Edition)
 Stanislaus County Code Title 16, Chap. 16.20 (Uniform Mechanical Code, 1994 Edition)
 Standard Specifications, State of California, Department of Transportation (1996)

Stanislaus County Improvement Standards
 California Building Code (California Code of Regulations, Title 24, Part 2)

2.20 TAXES. Any federal, state or city tax payable on articles furnished by the Contractor under the contract shall be included in the contract price paid by the Contractor.

2.21 TIME FOR COMPLETION. The Work to be performed under this contract shall be completed no later than

"September 11, 2012".

2.22 DEFECTS IN WORK. The Contractor shall be responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of this work within one (1) year after the completion and acceptance of the same.

2.23 DEVIATION FROM PLANS AND SPECIFICATIONS. No deviation shall be made from the plans and specifications. If the Contractor shall vary from the plans and specifications in the form of quality or in the Work or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade or replaced. In the event that the Work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

2.24 BRANDS. Wherever the name or brand of a manufacturer or an article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Owner in writing and submit samples, if requested. The Contractor shall have 35 days after the award of the contract for submission of data substantiating any such request for substitution of "equal" items. The Owners will then determine whether or not the name brand or article is equal in quality and utility to that specified, and its decision shall be final.

Except in those instances in which the product is designated to match others presently in use, specifications herein calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that Bidders may furnish any equal material, product, thing or service. The successful Bidder shall have thirty-five (35) days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item, pursuant to Section 3400 of the Public Contract Code.

2.25 NEW MATERIALS. All materials used in the Work shall be new and the best market quality, unless specified or shown otherwise. All labor used on this contract shall be competent and skilled for the Work. All Work executed under this contract shall be done in the best, most thorough substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to quality and fitness, and shall be immediately removed if it does not meet with his approval.

2.26 ABANDONMENT OF WORK. Should the Contractor abandon the Work called for under the plans and specifications and contract documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the Work, or if the Contractor willfully violates any of the conditions of the plans and specifications or contract documents, or performs the Work in bad faith, the Owner shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Owner may deem advisable to work at and be used to complete the Work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of said Work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be either due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.

In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the Owner on notice to either from the Owner the excess so due.

2.27 EXTENSION OF TIME. If it appears to the Contractor that he will not complete the Work herein specified in the time agreed, he shall make written application to the Owner at least five (5) calendar days prior to the expiration of the time for completion, stating the reasons why and the amount of extension which he believes he should be granted. The Owner may then, in its discretion, grant or deny such extension.

2.28 SUSPENSION OF WORK. Should the Owner, for any cause, authorize a suspension of Work, the time of such suspension will be added to the time allowed for completion. Suspension of Work by order of the Board shall not be deemed a waiver of the claim of the Owner for damages for non-completion of the Work as above required.

2.29 JUSTIFIABLE DELAYS. The Contractor shall not be held responsible for delays in the completion of the Work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, whether foreign or domestic, federal or state, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the Federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named cause or causes of delay, request an extension of time in accordance with paragraph 2.31 of these General Conditions, and if the Board finds that such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes, or the Board may at its option, rescind said contract and pay said Contractor for the reasonable value of the Work completed and let a new contract for the completion of the remainder of the Work herein specified.

2.30 PATENTS AND ROYALTIES. If any material, composition, process or any other thing called for or required by the plans and specifications heretofore adopted by the Owner is covered by letter patent, all royalties and expenses thereof, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by letter patents shall be borne by the Contractor. The Contractor shall pay all license and/or royalty fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

2.31 EXAMINATION OF SITE. The Contractor shall be held to have examined the site, compared it with the drawings and specifications, and to have satisfied himself as to the conditions under which the Work is to be performed. No allowance or claims on his behalf will be made for any expense to which he may be put as a result or failure on his part to thoroughly acquaint himself with conditions at the site.

2.32 DAMAGE TO OTHERS. The Contractor shall exercise due caution during his operations so as not to damage the property of others or Owner's property not directly involved under the plans and specifications, and shall be responsible for the protection of this property and shall replace any and all such property to its former condition as a result of his failure to provide protection or exercise due caution during his operations.

2.33 SURVEYS AND GRADES. The Engineer shall establish permanent type reference monuments or posts for the alignment and elevations of all Work. For structures he will provide said monuments for reference data only. For general engineering contracts he shall provide the usual stakes sufficient for construction. The Contractor shall be charged with the responsibility of adequately protecting said stakes and monuments. The Contractor shall be requested to set supplemental posts for detailed construction needs.

2.34 CORRECTION OF WORK AFTER FINAL PAYMENT. Neither the final certificate nor final payment, nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he shall remedy any defects due thereto and shall pay for any damage or other work resulting therefrom which shall appear within a period of one year from the date of

substantial completion. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Director of Public Works.

2.35 CHANGES IN WORK. The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the Work, the contract sum being adjusted accordingly. All such work shall be performed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering the change. The Engineer shall have authority to make minor changes not involving extra cost and not inconsistent with the purpose of the Project.

The value of such extra Work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum;
- (b) By unit prices named in the contract or subsequently agreed upon;
- (c) By cost and percentage and fixed fee.

Should conditions below surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after first observation of conditions.

The amount agreed upon as the value of any extra Work resulting from any change order shall constitute full and complete compensation for all overhead, labor, material, tools, and equipment furnished in the performance of Work required by that change order. Furthermore, the amount agreed upon as the value of extra Work for any change order shall be accepted by the Contractor as full and complete compensation for any and all claims of any nature whatsoever, including, but not limited to, any actual or alleged claims for compensation by Contractor, or any subcontractor of Contractor for delays occasioned by or in any way arising out of stoppage of the Work, coordination of the Work with others, or processing of that change order.

2.36 CLEANING UP. Contractor shall at all times keep the premises free from accumulations of waste material or rubbish as a result of this operation. Upon completion of Work he shall remove all rubbish, material and his equipment from the job and shall leave the job site in a "broom clean" or equivalent condition. In case of a dispute regarding this item, the Owner may remove rubbish or material and charge the cost to the several contractors as the authorized representative shall deem just.

2.37 SUPERVISION. The Contractor shall, at all times during the working hours of the contract, have a competent foreman or superintendent on the job who shall be authorized to act as an agent of the Contractor. Such agent shall be familiar with the type of work hereunder and be aware of the hazards and the safety rules relating to this particular type of construction. Ignorance or incompetence of a foreman shall be due cause for his removal from the job and cessation of work under this contract until the intent of this paragraph is fulfilled, without recourse by the Contractor for any extension of the time of completion as a result of the removal of such unsatisfactory agent.

2.38 APPRENTICESHIP STANDARDS. This contract is subject to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

- (a) When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of fifteen percent (15%) in the 90 days prior to the request for certificate; or
- (b) When the number of apprentices in training in the area exceeds a ratio of one to five; or

- (c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (d) When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employees registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

2.39 ASSIGNMENT OF ANTI-TRUST ACTIONS AND UNFAIR BUSINESS PRACTICE CLAIMS.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

2.40 EQUAL EMPLOYMENT OPPORTUNITY. Contractor agrees for the duration of this contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County of Stanislaus, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part by the Owner.

2.41 HANDICAPPED NON-DISCRIMINATION. This Project is subject to Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and all requirements imposed by the applicable office of Revenue Sharing Regulations (31 CFR Part 51) and all guidelines and interpretations issued thereto. In this regard, the Owner and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

2.42 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

Remedies for willful violation include:

(a) The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party; or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Section 12900, et seq.

(b) For willful violation of this Fair Employment and Housing provision the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.

2.43 DIGGING TRENCHES OR EXCAVATIONS. Pursuant to Public Contract Code section 7104, the Contractor is hereby notified as follows:

Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the Work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

2.44 NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
 Department of Environmental Resources
 Attention: Susan M. Garcia, C.P.M.
 3800 Cornucopia Way, Suite C
 Modesto, CA 95358

To Contractor: Boart Longyear Company
 Attention: Greg Zekoff
 7103 W. Augusta Avenue
 Glendale, AZ 85303

2.45 FINAL PAYMENT.

A. FINAL PAYMENT

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. FINAL ACCOUNTING

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, an Agreement and Release of Claims.

2.46 CLAIMS UNDER \$375,000.

The provision of Article 1.5 (commencing with section 20104) of the Public Contract Code, relating to the resolution of construction Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency are hereby incorporated in this Contract and set forth below.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal

conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

STANISLAUS COUNTY
DEPARTMENT OF ENVIRONMENTAL RESOURCES - LANDFILL
INSTALLATION OF SIX (6) PAIRS OF GROUNDWATER MONITORING WELLS
NOTICE INVITING BIDS

A. OVERVIEW

California C-57 Licensed Drilling Contractors are invited to submit written bids for the Installation of a Ground Water Monitoring Well at its Geer Road Landfill location.

Your particular attention is directed to the following documents:

- Instructions to Bidders;
- Specifications/Drawings/Scope of Work;
- General Conditions;
- Additional Conditions; and
- Agreement;

which are to be followed in all respects. In particular, your attention is directed to the handicapped, non-discrimination clause contained in the contract General Conditions, Section 2.48 which complies with Section 504 of the Rehabilitation Act of 1973.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and holiday work. These wage rates are set forth by the Director of the Department of Industrial Relations now on file with the Department of Public Works, and which are a part of the contract.

Pursuant to Public Contract Code Section 22300, Contractor may elect to receive all payments due under the contract without retention. If the Contractor so elects, Contractor shall deposit with the County securities with a value equal to the monies which would otherwise be withheld by the County. Said securities shall be as provided in Section 4590 of the California Government Code and shall be approved by the County as to both sufficiency and form.

B. BID INTENT

The County shall issue an award on the basis of a single bid for the complete job at the lowest, responsible and responsive bid. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

As part of its Bid, Bidder is required to submit all required pricing that will be incorporated into the Agreement at the time of award.

C. BACKGROUND

The Geer Road Landfill site, at 750 Geer Road, Modesto, CA, 95357, is located approximately 10 miles southeast of the City of Modesto in Stanislaus County (Figure 1-1). While in active operation, the Stanislaus County Department of Public Works operated the Class III landfill, which accepted municipal and cannery wastes. Waste was accepted at the landfill from November 1970 until July 1990. The Stanislaus County Department of Environmental Resources currently maintains the landfill as a closed facility.

The site occupies approximately 168 acres within a meander bend of the Tuolumne River. The landfill was capped in 1995 with a geomembrane on the top deck and clay on the side slopes. The cap was installed to divert rainfall from the landfilled waste and to reduce the generation of leachate. A landfill gas (LFG) extraction system was installed in two phases, with two well fields covering the site, in 1992 and 1995.

Volatile organic compounds (VOCs) have been detected in groundwater, and landfill gas and groundwater are currently monitored at the site. Corrective action measures have included implementing a landfill gas (LFG) extraction and treatment system and a groundwater extraction and treatment system (GWETS).

In April 2011, the Central Valley Regional Water Quality Control Board (RWQCB) adopted a Cease and Desist Order (CDO) R5-2011-0021 and Revised Monitoring Program R5-2011-0022 for the Geer Road Landfill. The CDO requires the County to submit several work plans and reports based on an outlined compliance schedule. Ordered item #5 (Page 17 of the CDO) required that a Groundwater Plume Investigation Work Plan be submitted by December 30, 2011, to define the vertical and lateral extent of the groundwater plume, in all groundwater zones affected by the landfill release. The original Work Plan was submitted on June 30, 2011, to satisfy this requirement. The Work Plan proposed the installation of additional groundwater monitoring wells and contained required information listed in Attachment B of the CDO: "Monitoring Well Installation Work Plans and Monitoring Well Installation Reports." It also proposed a domestic and municipal water supply well survey be performed, to include a one-mile radius domestic and municipal water supply well search, and sampling those wells screened within the shallow or deep groundwater zones if access is granted.

Comments on the Work Plan were received from RWQCB in a letter dated November 18, 2011. This letter approved the Work Plan, with a few minor revisions, but required a final work plan be submitted to RWQCB no later than January 31, 2012. A subsequent conference call was held on January 6, 2012, with RWQCB staff, Stanislaus County Staff, and the County's contracted consultant SCS Engineers, to confirm how the comments made by RWQCB would be addressed in the final Work Plan. This document incorporates the comments made by RWQCB in their November 18, 2011, letter; the January 6, 2012, conference call; and subsequent email communications from RWQCB. A Revised Work Plan was submitted to RWQCB on January 20, 2012.

Copies of the CDO, Work Plan, and RWQCB correspondence will be made available to Bidder upon request.

D. SCOPE OF SERVICES

Under the direction of the County's contracted Consultant SCS Engineers (SCS), the successful Bidder shall install six (6) new monitoring well pairs (12 wells total): three (3) onsite pairs on or adjacent to County-owned property at the Geer Road Landfill; and three (3) off-site pairs on Charles Street in the County public right-of-way.

E. GENERAL INFORMATION

The horizontal extent of groundwater contamination has not been fully defined on the northwest, west, and southwest sides of the landfill. Contaminants are known to exist in groundwater in some monitoring wells adjacent to the Tuolumne River. While the river may represent the down-gradient limit of the plume, RWQCB has speculated that the plume may extend under the river. For this reason, RWQCB has required investigation of groundwater conditions west of the river. Additionally, the area northwest of the landfill, which is County-owned property known as Triangle Ranch, has not been investigated for groundwater impacts. Therefore, RWQCB is requiring new monitoring wells be installed adjacent to the northwest side of the landfill, and near the Tuolumne River on Triangle Ranch. These new wells and existing shallow piezometers (installed at the Triangle Ranch Property in 2010) will be sampled as part of this investigation.

The vertical extent of groundwater contamination has not been fully defined in that some of the existing deep-zone groundwater monitoring wells, such as well MW-4D, have VOC detections. Deeper sampling has not been conducted to determine how deep the VOC impacts may extend. Because the vicinity of monitoring well MW-4D has some of the higher VOC concentrations, RWQCB is requiring sampling in deeper zones, below the depth of MW-4D, to determine the vertical extent of the impacts.

RWQCB also expressed a concern that a "rock" layer logged in supply well SW-2, located at the northeast corner of the landfill, has not been fully investigated as a potential preferential pathway for contaminant migration. This "rock" zone was logged at a depth of 125-140 feet in well SW-2. Since bedrock cannot be present at this depth, and since clays and sands were logged beneath this depth, the interpretation of "rock" in the driller's log is that a layer of gravel or cobbles was encountered which yielded rock fragments in the mud-rotary well cutting returns. Some of the deep monitoring wells at the landfill did encounter a gravel zone, of similar thickness and at similar elevation to the zone in SW-2. Some of these deep monitoring wells were screened across this gravel zone. However, this zone was not logged in all deep zone monitoring wells, such as MW-4D. Therefore, this gravel zone, if encountered, becomes the "target zone" for deeper monitoring wells to be installed in this plume investigation work.

1. Geology

According to Burows, et. al. 2004, the area of the Geer Road Landfill is located on the eastern-thinning margin of the Modesto Formation. This formation is described as being 65-130 feet thick in the Modesto area, with thickest areas in the western portions of the County. This overlies the similar Riverbank Formation, described as being variable 150-250 feet thick. The Turlock Lake Formation underlies the Riverbank Formation and may be up to 880 feet thick in the County. This contains the Corcoran Clay which can be up to 100 feet thick, but is located to the west and south of the landfill. Locally, the "disconnected" portion of blue clay that may be associated with the eastern margin of the Corcoran Clay is seen in some well logs. The underlying Mehrten Formation is often characterized by "black sands" consisting of andesitic fragments (Burows, et. al., 2004).

The monitoring wells at the Geer Road Landfill have been designated as being either "shallow" zone wells or "deep" zone wells. This designation evolved because the first saturated zone was typically underlain by a fine-grained unit and, beneath this unit, a coarser unit of mixed gravel was typically encountered. Most of the shallow zone wells are completed in fine-grained sands and silty sands across the first encountered saturated zone. These shallow zone wells are 25 to 88 feet deep, depending on the topographic elevation of the wellheads. With the exception of MW-20S, all of the shallow monitoring wells are completed with the bottom of the screen at elevations of 39-56 feet mean sea level (MSL). These shallow wells are almost certainly completed in the Modesto Formation.

When drilling progressed beyond the first saturated zone, a unit of clay, silty clay, or silt was commonly encountered. Descriptions of this zone, where encountered, were usually brown to reddish brown clay or silty clay which, in some cases, included "root tubes" and "organic matrix." Orange oxide and iron staining, plus mica, were also frequently noted in this material. Where this fine-grained bed exists (referred to as the "confining layer"), the deep zone wells were completed just below it, often in coarse gravel-bearing zones.

It is possible that this red/brown, fine-grained bed is the paleosol that formed on the top of the Riverbank Formation. Its depth corresponds to the approximate thickness of the overlying Modesto Formation and it can be correlated in some of the wells across the site – unlike the other coarser-grained beds. Burows et. al., 2004 states that, "Notable features with distinct colors include paleosols, possible ash layers, the Corcoran Clay, and the Mehrten Formation. The paleosols are typically characterized as red hardpan or clay layers and are useful for stratigraphic characterization because they can be mapped over long distances." In addition, the presence of gravels immediately below the clays are indicative of the top of an upward coarsening sequence, typical of the Riverbank Formation.

The confining layer can be correlated between some wells, it appears to be missing at some other locations. This may be due to erosion of the paleosol by streams and rivers prior to the deposition of the Modesto Formation.

SCS has previously reviewed Department of Water Resources (WDR) well logs for the area, to determine geology beneath the deepest onsite monitoring wells (about 130 feet deep). A supply well located near the northeast corner of the landfill, installed in 1978, logged alternating clays, fine sands, and sands down to 190 feet, with the exception of the aforementioned "rock" zone from 125-140 feet bgs. From 190 feet to the total depth of the well at 407 feet, alternating layers of clay and black sand were logged. One or more of these black sand zones may be an indicator of the Mehrten Formation. No color designators were given for the clay units, so it is not possible to determine if any of these represented the overlying clays associated with the "disconnected" Corcoran Clay.

Well logs from two community supply wells at Pine Wood Meadows Mobilehome Park, just east of the site across Geer Road, show similar geology. In a well drilled in 1982, a pattern of alternating clays, sands, and gravels occurred throughout the depth of the well (410 feet), with blue clay logged at 180-195 feet, and 198-239 feet. This was followed by black sands from 239-261 feet. Another supply well drilled in 2000 showed sand, gravel and clay beds alternated from the surface to 260 feet. Blue clay, typical of the Corcoran Clay (or the disconnected portion in the area of the landfill) was logged beginning at 91 feet (17 feet thick), 176 feet (11 feet thick), and 192 feet thick (20 feet thick). The lower of these blue clays may represent a portion of the disconnected Corcoran Clay. Fine black sand was encountered at 236-260 feet with "hard rock, clay, gravel/rock, and clay/rock" logged from 260-277 feet. The black sands were encountered at almost identical depths and thicknesses in the two supply wells. This black sand and consolidated material may be the top of the Mehrten Formation. In a cross-section provided by Burows, et. al., the elevation of the top of the Mehrten Formation in the area of the landfill was estimated to be about -50 to -100 feet MSL. This approximates with the elevation of black sands seen in these deeper wells.

2. Hydrogeology

2.1 Aquifers, Aquitards, Perched Aquifers

Monitoring wells installed at the site have been classified as either shallow zone wells or deep zone wells. This was based on the presence, at least at some locations, of a fine-grained confining bed beneath the water table (shallow zone) wells. Deeper zone wells were typically installed into the first coarser unit under this clay layer – frequently a poorly sorted gravel. There are no perched zones known to exist at the site.

The shallow groundwater zone is typically within interfingered beds of sands and silts, with the saturated zone being present in the beds immediately above the possible fine-grained paleosol zone. If this model is correct, the shallow zone wells are installed in the basal unit of the Modesto Formation. The shallow groundwater zone is under unconfined conditions.

The fine-grained confining layer that exists at some locations, especially in the southern area of the site, appears to be on the order of 5 – 15 feet thick. This can only be assessed at a few locations where deep monitoring wells have penetrated the unit. Most of the shallow monitoring wells and extraction wells were terminated in this bed after encountering the shallow saturated zone. This fine-grained bed may serve as a local confining bed inhibiting vertical migration of groundwater, but is not likely a laterally extensive confining bed providing true separation between zones. This is evidenced by the apparent absence of this zone in some deep boring logs, plus a comparison of water elevations between the shallow and deep zones, where well pairs exist.

There appears to be partial confinement of the deep zone, with slight upward potential gradient along the south and west sides of the landfill. Wells along the eastern side have less confinement and, most of the time, show a downward potential gradient. One exception is that the monitoring well pair MW-15S and MW-15D, located at the farthest southwest point of land, next to the Tuolumne River, does not show a confining bed between the shallow and deep groundwater zones. This bed may have been eroded by historic actions of the river.

The deeper zone of groundwater at the site may actually be the upper-most unit of the Riverbank Formation. This formation has several upward-coarsening units, the top of which has a developed paleosol. The deep wells are generally screened in sands and gravels occurring just below the finer-grained deposits. The depth to which this unit extends is unknown from monitoring wells, since only the uppermost portions of that formation are logged. Deeper supply wells in the area generally show alternating fluvial sequences of sands, silts, and clays, with some gravel beds, down to about 200 feet or greater. It is likely that this entire sequence is interconnected, becoming more confined by clays beds with depth. Burows, et. al. (2004) stated that "where the Corcoran Clay does not exist, the unconfined aquifer becomes semi-confined with depth owing to the numerous discontinuous clay lenses and extensive paleosols (hardpan layers) throughout the aquifer thickness. This unconfined and semi-confined aquifer is composed primarily of alluvial sediments of the Riverbank and Turlock Lake Formations; however, the lower portion of this aquifer comprises sediments from the upper Merhten Formation."

F. SCOPE OF WORK

Under the direction and supervision of the County's Consultant, SCS Engineers, the successful Bidder shall provide all required labor, materials, supplies and equipment to install) six new monitoring well pairs (12 wells total). Well numbers MW-25D2 and MW-25D3 are deep/deep monitoring wells. Well numbers MW-26 S/D, MW-27 S/D, MW-28 S/D, MW-29 S/D, and MW-30S/D are shallow/deep monitoring wells. Three (3) of the monitoring well pairs shall be installed onsite on or adjacent to County-owned property at the Geer Road Landfill and three (3) of the monitoring well pairs shall be installed off-site and are located on Charles Street in the County public right-of-way.

The successful Bidder shall also provide all post-construction clean-up in accordance with this scope of Work, the engineers stamped construction drawings, plans, specifications, and materials list prepared by SCS Engineers. The successful Bidder shall also cooperatively coordinate scheduling with SCS Engineers in advance, so both parties have an understanding of the Project. SCS shall notify the County when this Work will be performed at the site.

An SCS geologist(s) shall be onsite to oversee and document well installation activities. Deviations from the attached plans and specifications issued for construction and this scope of services are not allowed without a written amendment approved by the County. The well installations shall be completed by a California licensed drilling Contractor under the direction of the County's consultant SCS Engineers. Site clean-up following completion of the abandonment and installations must be approved by the County.

Drawing Sheet (Figure) No.	Date	Sheet Title	Project No.	By
1-1	5/19/09	Site Map	03196022.42	SCS Engineers
2-1	1/20/12	Materials List	03196022.63	SCS Engineers
3-1	5/12/11	Proposed Monitoring Well Locations	03196022.42	SCS Engineers
3-2	6/03/11	Proposed Monitoring Well Construction Details for Shallow (S) and Deep (D) Zone Wells	03196022.63	SCS Engineers
3-3	1/20/12	Proposed Monitoring Well Construction Details for Deeper Wells: MW-25D2/D3	03196022.63	SCS Engineers

The successful Bidder shall maintain a current California C-57 License, insurance as set forth in the Agreement form and adhere to the prevailing wage requirements. The successful Bidder shall provide dust control.

1. Installation of Monitoring Wells MW-25D2, MW-25D3, and MW-26 through MW-30S/D

1.1 New Monitoring Well Locations

The CDO has ordered six (6) new monitoring well pairs (12 wells total) to be drilled and installed. New monitoring well locations and rationale for locations are listed in Table 3-1. Proposed monitoring well locations are shown on Figure 3-1.

TABLE 3-1
MONITORING WELL LOCATIONS

Monitoring Well	Location	Rationale for Location
MW-25D2, MW-25D3	In the vicinity of MW-4S/D	Near center of VOC plume. Drilling past deep well MW-4D will help determine vertical extent of contamination.
MW-26S, MW-26D	Along the northwest edge of landfill, between MW-3S/D and MW-17S/D	Will help determine horizontal extent of impacted shallow/deep zone northwest of landfill (Triangle Ranch Property).
MW-27S, MW-27D	North of MW-23S/MW-23D, along the Tuolumne River, on Triangle Ranch Property	
MW-28S, MW-28D MW-29S, MW-29D MW-30S, MW-30D	West of the Tuolumne River, on Charles Street, in County right-of-way	Will help determine horizontal extent of impacted shallow/deep zone west of landfill, if contamination extends past Tuolumne River.

S = shallow zone well
D = deep zone well
D2 = "deeper" zone 2 well, below D zone
D3 = "deeper" zone 3 well, below D2 zone

A shallow zone and deep zone monitoring well pair shall be installed by successful Bidder at each location, except for the well pair at MW-25. This well pair shall consist of two (2) "deeper" zone wells (MW-25D2 and MW-25D3) below the depths of existing MW-4D. Some existing deep zone wells (including MW-4D) have been reported to contain volatile organic compounds (VOCs), and testing has not been performed at greater depths. MW-4D did not encounter a gravel zone similar to that encountered in the supply well SW-2, and several other deep zone monitoring wells, so successful Bidder may screen MW-4D above this gravel zone. The elevation of the bottom of the MW-4D well screen is at about 15.33 feet mean sea level (MSL), and several of the other deep monitoring wells encountered the top of the gravel zone at 11-15 feet MSL. Therefore, the successful Bidder shall install two (2) wells near MW-4S/D, (MW-25D2 and MW-25D3) shall be installed to the first gravel bed encountered below the depth of the screen in MW-4D, and in the next deeper permeable zone beneath that gravel.

Successful Bidder shall install the well pair at MW-25 within one borehole, following drilling and continuous logging of the borehole to total depth, provided that a 10-foot thick well seal can be effectively placed between the two deep screens. If this cannot be accomplished due to observed geologic conditions, such as there being less than 10 feet of confining bed between the two target zones, an alternative approach shall be to install the two (2) deep wells in separate boreholes.

The remaining well pairs MW-26S/D, MW-27S/D, MW-28S/D, MW-29S/D, and MW-30S/D, shall be placed by successful Bidder at locations that will help determine the lateral extent of groundwater contamination in the shallow and deep zones. These well pairs shall be installed in separate boreholes with the shallow well being screened across the first saturated zone, and the deeper well screened in the target gravel layer, if encountered, beneath the first saturated zone and first confining bed.

Traffic controls and a County encroachment permit from the Department of Public Works may be necessary during the drilling and installation of MW-28S/D, MW-29S/D, and MW-30S/D since they will be installed on Charles Street in the County right-of-way. The County will provide any necessary traffic controls. SCS Engineers shall obtain an encroachment permit, if necessary, however, the successful Bidder shall be required to meet all encroachment permit specifications that are imposed by Public Works.

1.2 Drilling Details

The successful Bidder shall mobilize to the Site to proceed with drilling. One or more SCS geologists shall be onsite to oversee drilling activities. Wells MW-25D2/D3 shall be installed by successful Bidder as a dual zone well within one borehole. All of the other proposed well pairs shall be installed by the successful Bidder in individual boreholes. Successful Bidder shall use a sonic drill rig to drill and install all wells. Sonic drilling has continuous coring capabilities as required by the RWQCB and can reach all of the depths proposed. Alternative drilling methods will not be considered because the County must comply with the CDO.

In addition, the CDO requires that the County meet strict timelines for the completion of these new wells. The County has defined the well installation period as June 25, 2012, through September 11, 2012. As such, Bidders must have on site two or more sonic drilling rigs and adequate manpower to operate them for the period June 25, 2012 through September 11, 2012 (or completion of the Work, whichever comes first) that are available to work simultaneously on this job. Failure to have on site two or more sonic drilling rigs and adequate manpower capable of working simultaneously on any day between June 25, 2012 and Project completion will result in the assessment of liquidated damages for that day as set forth in Paragraph 1.1 of this Notice Inviting Bids and Section L of the Additional Conditions.

PLEASE NOTE: The deadline for completion of the Work is September 11, 2012. This deadline is critical to the County in order to complete two mandates by Regional Water Quality Control Board (RWQCB) Cease and Desist Order No. R5-2011-0021, as follows: a Groundwater Plume Investigation Report by December 30, 2012, and a Report of Waste Discharge and proposed Water Quality Protection Standards also by December 30, 2012. Failure to meet the September 11 2012, deadline will place the County at risk for meeting the December 30, 2012, deadlines, and therefore, subject to severe administrative civil penalties (fines) to be determined by the RWQCB. Consequently, liquidated damages for this contract shall be calculated as follows: Twelve-Hundred Fifty dollars (\$1,250.00) per day for each calendar day beyond September 11, 2012, by failure of the successful Bidder to complete the contract as specified plus potential RWQCB fines. Exceptions to this deadline cannot be made unless the RWQCB grants the County additional time. Drillers are advised not to bid if you are not certain that you can meet this timeline.

Within 5 business days of award, the successful Bidder shall meet with the County's Project Manager to determine the Project schedule.

The successful Bidder shall use a sonic drill rig, with continuous core capability, to drill ten (10), 8-inch diameter boreholes (for shallow and deep wells) and one (1), 14-inch diameter borehole (for MW-25D2/D3 dual zone well). The successful Bidder's drill rigs and all drilling equipment shall be cleaned prior to arrival onsite, and shall be cleaned between each new borehole.

All borings shall be continuously cored and logged following the protocol outlined in ASTM Standard D2488-09a Standard Practice for Description and Identification of Soils (Visual-Manual Procedure). The successful Bidder shall take special attention to define the presence, thickness, and characteristics of the semi-confining layer between the shallow zone and the deep gravel zone, as well as the complete thickness of the deep gravel zone. SCS Engineers shall be responsible for the soil logging.

Soil cores at MW-25D2/D3, MW-26S/D, and MW-27S/D shall be logged by SCS Engineers and the successful Bidder shall then spread the soil cores on the ground near the wellhead or at an on-site location as designated by the County, after the well has been completed. The successful Bidder shall not spread the soil cores at MW-28S/D, MW-29S/D, and MW-30S/D on the ground near the road, but shall transport to a location on the landfill site, as designated by the County.

1.2 Soil Sampling

From surface to total depth, all boreholes shall be continuously cored by the successful Bidder and logged by SCS Engineers. Using sonic drilling, boreholes shall be drilled, cored, and cased by rotating and vibrating the rod, core barrel and casing at resonant sonic frequencies.

Successful Bidder shall place core samples in clear plastic sleeves when they are extracted from the borehole. Subsurface material shall be logged by an SCS geologist. The SCS geologist shall record the subsurface material type, moisture content, color, and other observations. The geologist shall pay careful attention to the depth of the groundwater table. If feasible, water levels shall be measured and recorded to 1/100th of a foot (i.e. 0.01), using a water level indicator. The geologist shall also attempt to identify the confining layer that separates the shallow and deep groundwater zones and, in the case of MW-25D2/D3, deeper permeable and confining zones. Soil samples shall not be retained for laboratory analysis.

1.3 Total Depth

It is important that the successful Bidder appropriately install all shallow (S), deep (D), and the deeper zone (D2 and D3) wells within these zones. The shallow zone is the first saturated zone, located above the confining layer, where present. The confining layer appears to exist at an elevation of approximately 40 to 50 feet MSL and is approximately 10-15 feet thick. The deep zone underlies the

shallow zone, is just below the confining layer (if observed), and is characterized as a coarse gravel zone (although borehole logs for existing wells indicate not all deep zone wells are screened within a coarse gravel layer). The target zone for all deep wells is the gravel layer observed in SW-2 as "rock," and also observed in several of the other deep monitoring wells already installed.

MW-25D2/D3 shall be a dual zone well, installed within one 14-inch borehole, near MW-4S and MW-4D. MW-4D is completed to a depth of 61 feet below ground surface (bgs), and based on borehole logs; it does not intersect the gravel zone which characterizes the deep zone. MW-25D2 shall be installed deeper than MW-4D, into the first gravel zone encountered below the total depth of MW-4D. It is possible that, based on the well logs from other deep-zone wells, this gravel zone may exist immediately below the bottom of MW-4D.

MW-25D3 shall be installed deeper than MW-25D2, into the next permeable zone below the depth of MW-25D2. Because no monitoring wells have been completed that deep to date, the depth of MW-25D3 cannot be accurately estimated. It shall be based on field logging of the continuous cores and is likely to be 25-50 deeper than MW-25D2. Based on this estimation, the borehole drilled at MW-25 will likely be between 110 and 135 feet deep; however, the actual total depth will be based on field observations.

Prior to drilling this borehole, the depth to water in MW-4S and MW-4D shall be tagged so the SCS geologist will know the estimated depth to expect groundwater levels. Based on groundwater levels recorded in 2010 during quarterly monitoring events, groundwater in MW-4S and MW-4D was approximately 20 feet bgs. This is an estimate of where water may be observed. During drilling, careful attention shall be made by the successful Bidder to recognize an initial confining layer (separating the shallow and initial deep zone), as well as additional confining layers that may separate MW-25D2 and MW-25D3 zones.

The total depth of the other proposed wells cannot easily be projected, since they are not near other monitoring wells in which borehole logs are available. It can be noted MW-23S/D are the nearest existing monitoring wells to proposed wells MW-27S/D. In 2010, the depth to water was approximately 20 feet in MW-23S/D, and the total depth of these wells are 35 feet bgs (MW-23S) and 83 feet bgs (MW-23D). Piezometer PZ-1 is the closest groundwater monitoring point to proposed monitoring wells MW-26S/D. Groundwater has been observed at a depth of approximately six feet below top of casing (TOC) in PZ-1, and the total depth of PZ-1 is 26 feet TOC.

SCS has previously obtained information for some domestic, agricultural, and monitoring wells west of the Tuolumne River, and in the vicinity of Charles Street where wells MW-28S/D, MW-29S/D, and MW-30S/D will be installed. Based on this information, first water may be at approximately 70 feet bgs, which would mean the total depth of proposed shallow wells in that area will be approximately 90 feet bgs and deeper wells may be up to 125 feet bgs. Actual total depths of proposed wells on Charles Street will be determined in the field, based on field observations.

All Contractor bids should be based on the materials list and the well depths defined in the associated assumptions.

1.4 Monitoring Well Design

Note that the specifications given below for screen slot size and filter pack may need to be adjusted based on observed soil conditions. The successful Bidder should have alternate screen sizes and filter pack materials available on short notice in case changes in the well design are necessary.

With the exception of monitoring wells MW-25D2/D3, shallow and deep monitoring wells shall be installed within individual 8-inch diameter boreholes. Deeper zone wells (MW-25D2/D3) shall be installed as a dual zone well within one 14-inch borehole.

1.4.1 Shallow and Deep Zone Monitoring Wells – MW-26S/D, MW-27S/D, MW-28S/D, MW-29S/D and MW-30S/D

The successful Bidder shall drill a total of ten (10) boreholes for installation of these ten (10) wells. At each borehole, once the total depth is reached, a 2-inch diameter monitoring well shall be constructed. A proposed monitoring well schematic is shown in Figure 3-2.

The successful Bidder shall construct a groundwater monitoring well at each location by placing approximately 20 feet of Schedule 40, 0.020-inch factory slotted, PVC screen and blank casing through the drill casing. A 20-foot section of screened casing is preferred, since most wells at the site are designed with 20 feet of screen. Groundwater levels have been observed to fluctuate approximately 8 feet in the last five years in nearby wells. Therefore, 20 feet of screened casing (compared to 10-foot section of screened casing), for the shallow zone well, will help prevent installing a well which may go dry. All screen and blank casing sections shall be attached with screw-joint connections, including a screw-on bottom cap. No solvents or glues shall be used in the well construction.

The shallow well screen shall be positioned so that the top of screen is near the top of the groundwater table. The shallow screen shall not be placed through an observed confining layer. The deep well screen shall be placed within the coarse gravel zone, below the confining layer (if observed). If no coarse gravel zone is identified, and no confining layer is observed, the screen shall be placed a short distance below depths the shallow well is screened, and/or in a zone the SCS geologist determines would make most sense based on observations.

Once the PVC screen and casing are positioned through the steel drilling casing, a #3 Monterey sand filter pack shall be placed around the screen through the drilling casing, as the drilling casing is extracted, section at a time, from the borehole. The #3 Monterey sand and 20-slot casing have been selected because they are standard for silty/sandy soil conditions, and have been successfully used in other wells at the site. The sand shall be constantly tagged to ensure proper placement and to ensure that bridging does not occur. The sand pack shall be placed to approximately 2 to 3 feet above the top of the screen.

Approximately 3 to 5 feet of bentonite shall be placed on top of the sand pack using a tremie pipe. The bentonite shall be in pellet, granular, or powdered form. If the bentonite seal is installed at a depth that is not saturated, the bentonite shall be hydrated with clean water.

The remainder of the annular space shall be sealed using neat cement grout (sand mix – no aggregate). Neat cement grout shall be placed through the drilling casing as it is removed, from the top of the bentonite seal to the land surface.

The top of the PVC well casing shall be outfitted with a tightly fitting, locking, expansion cap. MW-25S/D, MW-26S/D and MW-27S/D shall be built with aboveground surface completions. These wells shall be completed with a minimum 4-inch thick by four feet square, or circular, concrete pad. Aboveground completions shall include a protective casing extending approximately 3 feet above the pad, which will be painted prior to installation with a highly visible protective paint and outfitted with a weep hole located near the base of the steel casing to allow for water drainage. The well number shall be painted on the exterior of the protective casing. The top of the inner PVC casing should be cut off evenly within six inches of the top of the protective casing.

Wells MW-28S/D, MW-29S/D, and MW-30S/D shall be near or in Charles Street, and shall have flush surface completions (Christy box). The Christy box shall be set in concrete. The top of the inner PVC casing shall be cut off evenly within one foot inside the Christy box. Neat cement grout shall be placed to approximately 3 inches below the top of the PVC pipe. The well number for each of these six (6) wells shall be stamped on a metal tag and affixed to the well cap inside the Christy box.

For all wells, a notch shall be made on the north side of the top of the inner PVC casing, which can be used as a standard measuring point (MP) during surveying and when collecting groundwater level readings in the future.

1.4.2 Deeper Zone Monitoring Wells – MW-25D2/D3

The successful Bidder shall construct the dual zone well, once the total depth is reached. The proposed well construction schematic is provided in Figure 3-3.

The two “deeper” zone wells (MW-25D2 and MW-25D3) shall be installed within the 14-inch diameter borehole. The wells shall be constructed with 2-inch diameter PVC casing, with 10-20 feet of Schedule 40, 0.020-inch, factory slotted screen (or appropriate based on well cores). A 20-foot section of screened casing is the default length, since most wells at the site are designed with 20 feet of screen, but the screen lengths may vary from this depending on the geology encountered. All screen and casing sections shall be attached with screw-joint connections, including a screw-on bottom cap. No solvents or glues shall be used in the well construction.

Screen placement is critical. The MW-25D2 screen shall be installed to a depth past MW-4D, into the first gravel zone encountered below the depth of MW-4D. The total depth of MW-4D is 61 feet bgs, so the minimum depth of MW-25D2 shall be approximately 85 feet bgs, assuming a 20 ft screen is installed. MW-25D3 shall be installed past MW-25D2, into the next deeper permeable zone, so the total depth shall be at least 25 feet deeper than MW-25D2, assuming a 20-foot well screen.

The deepest well screen (MW-25D3) and casing shall first be positioned through the drill casing, and a #3 Monterey sand filter pack shall be poured into the annular space of the borehole around the screen. The filter pack shall be placed through the drilling casing, as it is removed from the borehole, so it will act as a tremie. The sand shall be constantly tagged to ensure proper placement and bridging does not occur. When removing the sonic drill casing, the vibrations shall help eliminate bridging. The sand pack shall be placed to depths of approximately 2 to 3 feet above the top of the screen. The MW-25D3 well screen shall be sealed off by placement of a bentonite seal. The thickness of the seal shall be determined based on field observations, but shall be at least 10 feet thick. The bentonite shall be in pellet, granular, or powdered form. If the bentonite seal is installed at a depth that is not saturated (it is expected to be saturated), the bentonite shall be hydrated with clean water.

Next, MW-25D2 shall be installed through the steel drill casing. A #3 sand filter pack shall be poured into the annular space to a depth of approximately three feet above the top of the perforated casing. Three to five feet of bentonite chips shall be placed on top of the sand pack through the steel drill casing. The bentonite shall be in pellet, granular, or powdered form. If the bentonite seal is installed at a depth that is not saturated (it is expected to be saturated), the bentonite shall be hydrated with clean water.

Neat cement bentonite grout (sand mix – no aggregate) shall then be placed, using a tremie pipe, as the steel drill casing is removed, to approximately 1 to 2 feet bgs.

A notch shall be made on the north side of the top of the inner PVC casing, which can be used as a standard measuring point (MP) during surveying and when collecting groundwater level readings in the future. The top of the PVC well casings shall be outfitted with a tightly fitting, locking, expansion cap.

MW-25D2/D3 will be built with an aboveground surface completion, a minimum 4-inch thick by four feet square, or circular, concrete pad. The aboveground completion will include a protective casing extending approximately three feet above the pad, which will be painted prior to installation with a highly visible protective paint and outfitted with a weep hole located near the

base of the steel casing to allow for water drainage. The well number will be painted on the exterior of the protective casing. The top of the inner PVC casing should be cut off evenly within six inches of the top of the protective casing.

An alternative well completion option may be employed for MW-25D2 and MW-25D3 if a 10-foot long well seal cannot be placed between the deeper two target zones without sealing off one of the zones. Should this be the case based on well cores, SCS will first contact the County Environmental Health Department and RWQCB to discuss the field observations and determine if a shorter well seal may be employed (less than 10 feet). If this is not appropriate, well MW-25D3 shall be completed as a single completion well, following the same well completion methods described above, and a new boring shall then be drilled for MW-25D2, which shall also be completed as single completion well.

1.4.3 Well Development

The successful Bidder shall start well development no sooner than 48 hours after each well seal has been set. Well development shall first be conducted by surge and bail methods to remove sediment. After surging and bailing, a pump system may be used to further develop the wells.

During development activities, an SCS geologist shall monitor water conditions using field equipment. This shall include measuring and recording water levels; the volume of development water removed; and field parameters, including pH, specific conductivity, temperature, and turbidity. The depth to water shall be recorded to 1/100th of a foot (i.e. 0.01), using a water level indicator, as measured from the well MP on the north side of the PVC casing. All data shall be recorded on well development field data sheets by the SCS geologist.

The goal for development is to achieve turbidity readings of less than 5 NTU. A well shall be considered properly developed if turbidity is less than or equal to 5 NTU and the other field parameters are stable (+/- 10% for specific conductivity and temperature, and +/- 1 pH unit between three consecutive samples). If the turbidity cannot be lowered to 5 NTU or less after reasonable development time, but other field parameters are stable and the well is producing water, the well shall be considered developed.

Successful Bidder shall remove a minimum of three casing volumes during development. Typically, more water is removed to reach turbidity levels of less than 5 NTU. The successful Bidder shall purge water removed from MW-25D2/D3, MW-26S/D, and MW-27S/D and store (containerized), transport and treat through the GWETS under the direction of SCS. Purge water removed from MW-28S/D, MW-29S/D, and MW-30S/D shall also be stored and treated through the GWETS under the direction of SCS.

1.4.4 Well Survey

The County shall arrange for surveying of the completed wells to determine horizontal locations to +/- 1 foot (approximately) and vertical elevations of the measuring points to +/- 0.01 feet. This surveying may be done by County crews (if available), or by an independent surveyor.

2. Permitting

SCS Engineers shall fill out and obtain all necessary well installation permit applications for regulatory submittal, including an encroachment permit(s) if required by the County Department of Public Works. SCS shall provide an initial set of the well drilling permit applications for County review, implement requested revisions, and coordinate with the County to obtain the approved drilling and encroachment permits. SCS shall also obtain the Contractor's signature on the well permit applications. Once the permits are issued, SCS shall provide copies to the Contractor and County. Permit application fees shall be paid directly by the County to the Department of Environmental Resources.

3. Site Availability

The site hours of availability for wells MW-25, 26 & 27 shall be from 7:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday because gate access is required. The County Representative or an SCS Engineers designated representative shall be available to open the gate for access to the Work site. Note that all Work to be completed under this Scope of Work is to occur either adjacent to the landfill site outside of known waste disposal area (MW-25, 26 & 27), or off-site entirely on Charles Street (MW-28, 29, & 30). Successful bidder shall deposit well cuttings at a County-designated location on the landfill site.

4. Water Availability

There is no water available at the site. If water is required for drilling and/or well development, the successful Bidder shall make arrangements for obtaining clean water and transportation of the water to the site and include cost for this item in their bid response.

5. Site Clean-Up

The successful Bidder shall clean the site such that it is left in the same condition as it was found. Debris to be hauled away can be taken to one of several transfer stations locally at the successful Bidder's expense, or it can be taken to the County's Fink Road Landfill, 4000 Fink Road, Crows Landing, CA, free of charge. If the successful Bidder chooses to haul the well destruction debris to the Fink Road Landfill site, the successful Bidder shall contact the Landfill office at (209) 837-4800, Monday – Saturday, 8:00 a.m. to 4:30 p.m., excluding some holidays.

6. Health & Safety

SCS Engineers has a Site Specific Health and Safety Plan, however, the successful Bidder is responsible for the safety of their employees and should complete the Work in accordance with their company health and safety program. Areas near the Work sites may have dry grass which poses a fire hazard. The successful Bidder shall have a source of water or other means of fire suppression if they plan to cut metal using a torch or use a welder. Grasses may also pose a fire hazard due to ignition from equipment exhaust pipes. The successful Bidder shall be responsible for fire suppression if an ignition is caused by the successful Bidder. The successful Bidder shall be responsible to have Underground Service Alert, (USA) mark the existing utilities. The successful Bidder shall be responsible for contacting USA prior to any ground digging being performed.

BID FORM

STANISLAUS COUNTY – DEPARTMENT OF ENVIRONMENTAL RESOURCES

The undersigned Bidder has examined the site and all of the documents, plans and specifications and shall perform all work and provide all labor, equipment and materials for the completion and operation of the Project for which this bid is made, all as set forth on the plans and in the specifications, provided by the Director of the Department of Environmental Resources or other specified agent of Stanislaus County, at bid amounts as stated below.

BID NAME ESTIMATE

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Mob/Demob	Each	1	17,500.00	17,500.00
2	Install deep/deep monitoring well pair (MW-25D2 and MW25D3)	Pair	1	No Bid	—
3	Install shallow/deep monitoring well pairs (MW-26S/D through MW-30S/D)	Pair	5	35,000.00	175,000.00
	BASE BID TOTAL		192,500.00		
Add Alternate	If Bidder certifies and SCS Engineers confirms that the method specified in the specifications is not feasible due to field conditions (as described in paragraph 1.4.2), MW-25D3 shall be completed as a single completion well, following the same well completion methods described above, and a new boring shall then be drilled for MW-25D2, which shall also be completed as a single completion well.	Pair	1	36,000.00	36,000.00
	ADD ALTERNATE TOTAL		Not Inclusive MW-25D2 & MW 25D3		

PROJECT TOTAL \$ 228,500.00

I, GREG ZEKOFF, certify that two or more Sonic Drilling Rigs with adequate qualified personnel to operate them simultaneously will be continually available between June 25, 2012 and September 11, 2012 (or Project completion, whichever occurs first), for use in this Project.

If applicable, in the space provided below, please identify any and all individual dates, between June 25, 2012 and September 11, 2012, that the referenced Sonic Drilling Rigs will be unavailable to use on this Project; otherwise state "no unavailable dates" in the space provided below.

NO UNAVAILABLE DATES

The following is to provide the County unit prices in the event additional work is required. Labor and equipment shall be included in price. Bid shall be awarded based the total Project price above, and not on the basis of the above-listed Additive Alternate or the below-listed unit prices.

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Extra Drilling	Hours	-	575.00	-
2	Extra Mobilization	EACH	-	7000.00	-
3	Single Well Development of MW-25D3 per Add Alternate Above	Hours	-	250.00	-

Payment and Invoicing


Payment for services rendered and accepted will be made monthly basis, in arrears, after receipt of a proper detailed invoice approved by County authorized representative. All invoices must be submitted **in duplicate** to facilitate payment.

The undersigned Bidder has examined all of the documents and specifications and agrees as follows:

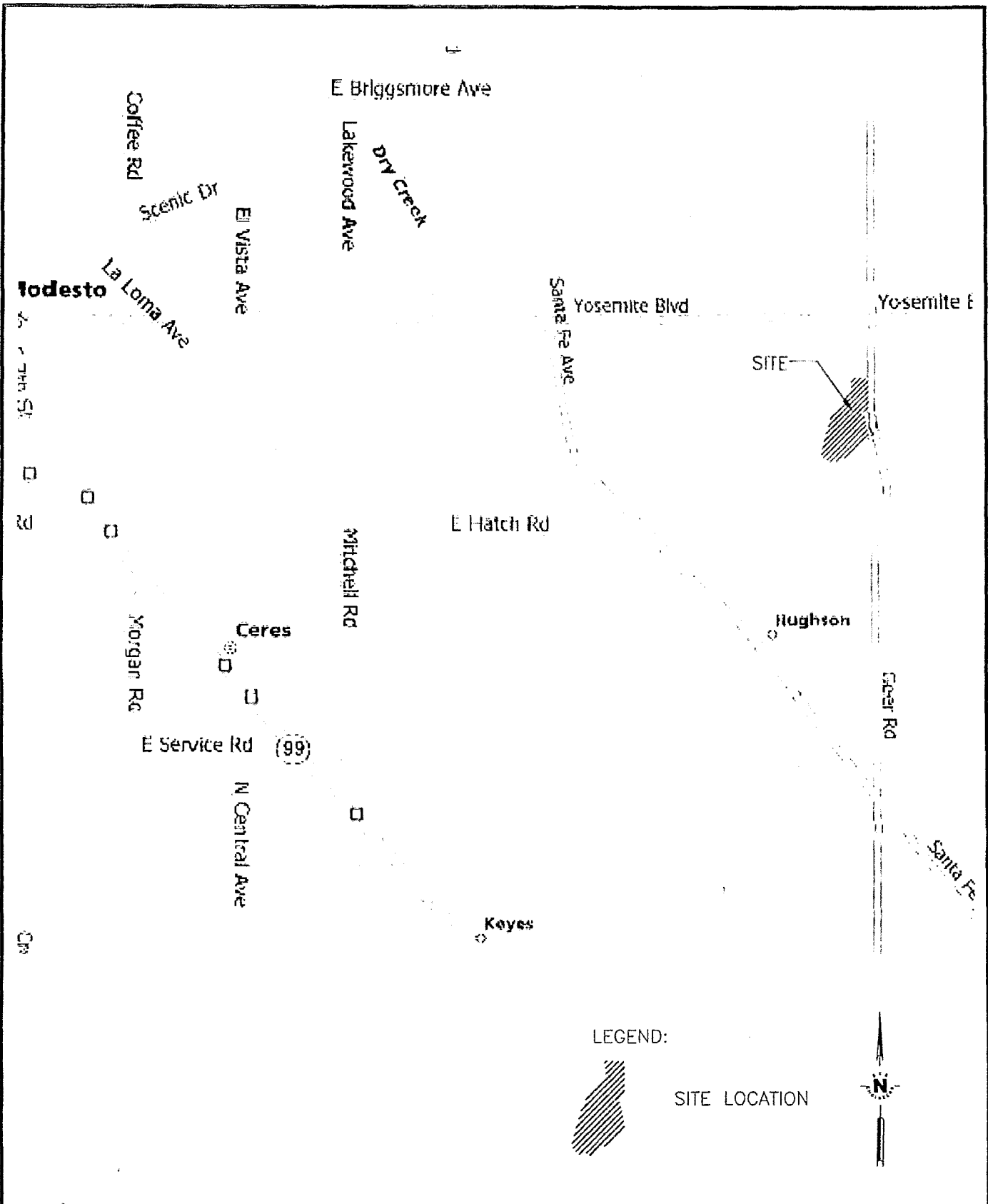
1. Within ten (10) days from date of the of award of the contract, the Contractor shall execute the contract and furnish to the Stanislaus County Department of Environmental Resources the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents required by this contract.
2. To begin work on the date specified in the Notice to Proceed and to prosecute said work in such a manner as to complete by September 11, 2012.

The Work shall be so scheduled that existing facilities shall not be disrupted, but shall remain in continuous operation on present schedules.

Accompanying this Bid is the Bidder's security issued in the form of a bond, a cashier check, or a certified check. The Bidder's bond shall be prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. The Bidder's security shall be in the amount of ten percent (10%) of the total bid, unless otherwise specified. The bond or check shall be retained by the County of Stanislaus Board of Supervisors as liquidated damages should the undersigned be awarded the contract and fail to execute the contract and furnish satisfactory bonds according to the conditions herein specified. Otherwise said Bidder's bond or check will be returned to the respective Bidder within ten (10) days after the bids are opened, except those that the Stanislaus County Board of Supervisors elects to hold until the successful Bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful Bidder, upon provision of the required bonds and insurance, will be returned within five (5) days.

Name of Bidder: BOART LONGYEAR COMPANY
Business Address: 7103 W. AUGUSTA AVE Telephone: 623-935-0124
City, State, Zip Code: GLENDALE, AZ 85303
Classification: C57 License: 694686 License Expiration Date: 8/31/2012
Dated: 5/7/12 Fax: 480-452-1635 Email: GZEKOFF@BOARTLONGYEAR.COM
By: 
Name: GREGORY ZECKOFF
Title: BUSINESS DEVELOPMENT - WEST

Note: If incorporated, President, Secretary or Treasurer should sign as such. If partnership, by all partners thereto.



SCS ENGINEERS
 ENVIRONMENTAL CONSULTANTS
 3117 FITE CIRCLE, SUITE 108
 SACRAMENTO, CALIFORNIA 95827
 PH. (916) 361-1297 FAX. (916) 361-1299

PROJ. NO: 03196022.42	DRAWN BY: ATV	ACAD FILE: FIGURE 1-1
DATE: 5/19/09	CHK. BY: CJH	APP. BY: EWP

SHEET TITLE: LOCATION OF GEER ROAD LANDFILL
PROJECT TITLE: GEER ROAD LANDFILL MODESTO, CALIFORNIA

SCALE: N.T.S
FIGURE NO.: 1-1

SCS ENGINEERS

MATERIALS LIST
GROUNDWATER PLUME INVESTIGATION MONITORING WELLS
GEER ROAD LANDFILL – STANISLAUS COUNTY

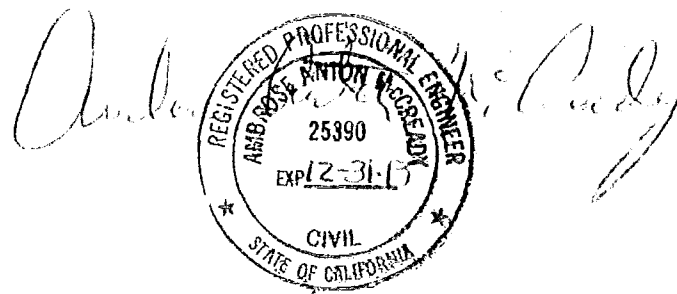
ASSUMPTIONS:

- Five shallow-zone monitoring wells will be installed, using sonic resonance drilling, to maximum depths of approximately 100 feet. Borehole size will be 8-inch diameter (0.35 cubic feet/ft.). Two of these wells will be completed with above-ground protective casings. Three will be road right-of-way completions that will require at-grade well vaults (Christie boxes).
- Five deep-zone monitoring wells will be installed, using sonic resonance drilling, to maximum depths of approximately 140 feet. Borehole size will be 8-inch diameter (0.35 cubic feet/ft.). Two of these wells will be completed with above-ground protective casings. Three will be road right-of-way completions that will require at-grade well vaults (Christie boxes).
- One nested monitoring well pair will be drilled to a maximum of 150 feet. Borehole size will be 14-inch diameter (1.07 cubic feet/ft.). Nested well pair will be completed with above-ground protective casing.
- Materials given below are rounded up to provide estimates, but additional materials should be available to accommodate unforeseen field conditions, or modifications due to subsurface lithology. Screen slot sizes and filter pack sand size are estimated based on anticipated field conditions, but may be modified based on geologic materials encountered.
- See drawings for additional material specifications.

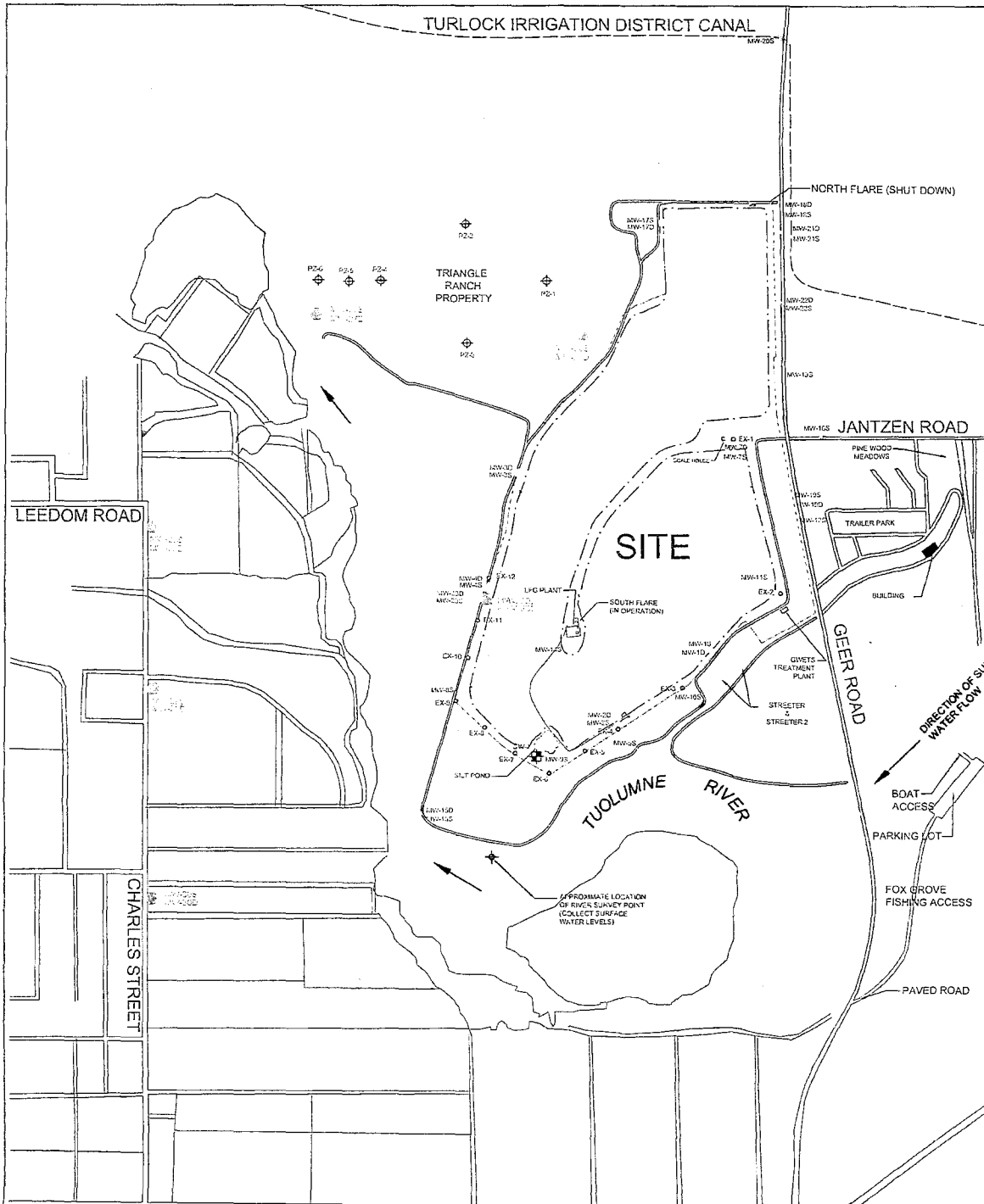
Date: 1/20/12
Proj. NO.: 03196022.63
Figure: 2-1

MATERIALS LIST

ITEM	UNIT	QUANTITY
Mob/Demob.	Each	1
Drilling/Well Completion/Development – 8-inch diameter sonic	Feet	1,200
Drilling/Well Completion/Development – 14-inch diameter sonic	Feet	150
Sch. 40 PVC Well Screen, 2-inch diam., 0.020" slots, screw connections	Feet	240
Sch. 40 PVC Well Casing, 2-inch diameter, solid, screw connections	Feet	1,230
Sch. 40 PVC bottom caps, screw connection	Each	12
Expanding well seals, 2-inch diameter	Each	12
Sand, Monterey #3, kiln dried	Cubic feet	145
Bentonite chips	Cubic feet	37
Bentonite grout, 4% bentonite w/ 7.8 gallons water per sack (3.76 pounds bentonite per sack)	Cubic feet	405
Concrete (well pads)	Cubic feet	60
Above-ground locking protective casings – Min. 6" diameter	Each	4
Above-ground locking protective casing – Min. 8" diameter	Each	1
At-grade well vault (Christie box)	Each	6

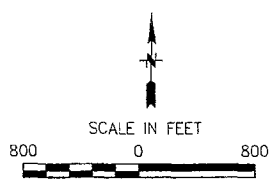


Date: 1/20/12
 Proj. NO.: 03196022.63
 Figure: 2-1



LEGEND HATCH ROAD

- PROPOSED MONITORING WELL LOCATIONS
- SHALLOW PIEZOMETER INSTALLED IN 2010
- OFFSITE RESIDENTIAL WELL
- GROUNDWATER MONITORING WELL
- GROUNDWATER EXTRACTION WELL
- SURFACE WATER MONITORING POINT (point of discharge from siltation pond)
- LANDFILL PROPERTY LINE
- LIMIT OF REFUSE



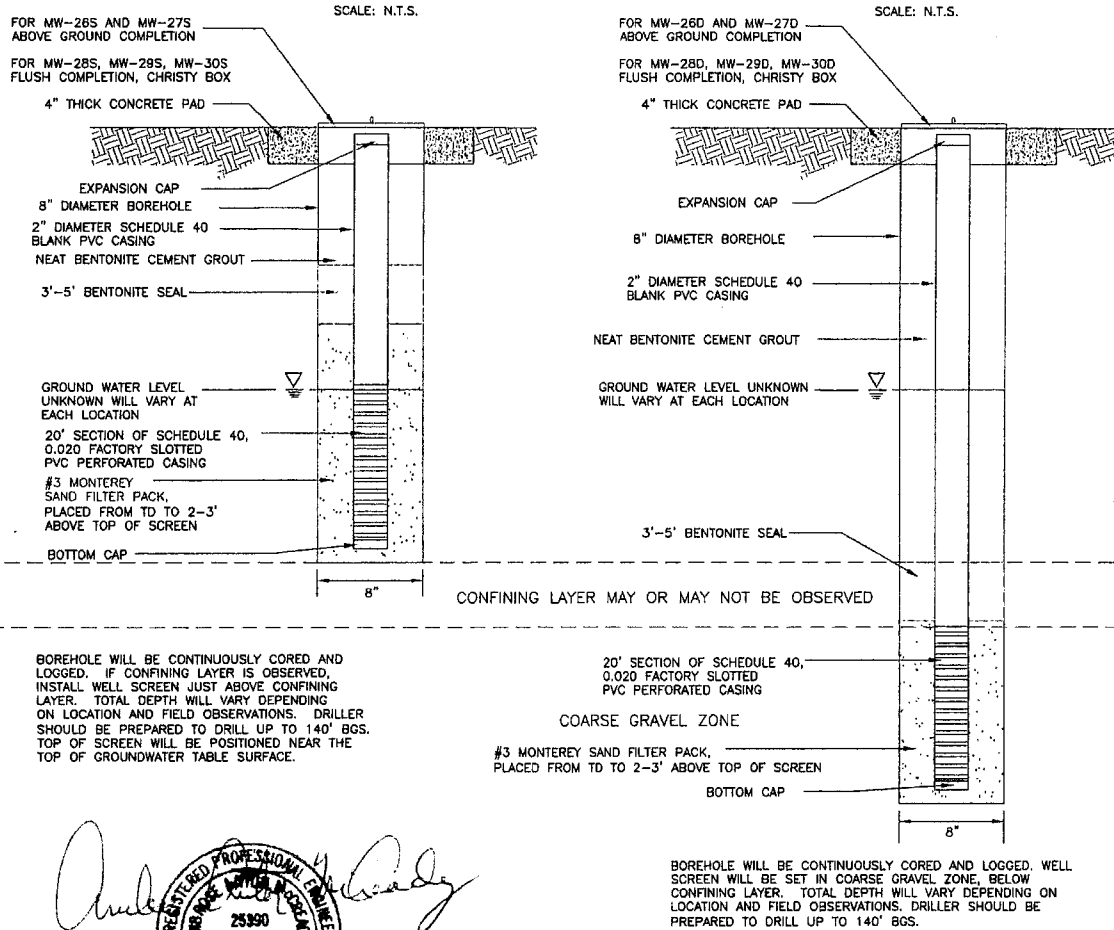
DATE: 5/12/11	SCS ENGINEERS ENVIRONMENTAL CONSULTANTS 3117 FITE CIRCLE, SUITE 108 SACRAMENTO, CALIFORNIA 95827 PH: (916) 361-1297 FAX: (916) 361-1299	COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	SHEET TITLE PROPOSED MONITORING WELL LOCATIONS PROJECT TITLE GEER ROAD LANDFILL STANISLAUS COUNTY, CALIFORNIA
SCALE: 1" = 600'	PROJ. NO. 03196022.42 DESIGNED BY: NKF DRAWN BY: ATY CHECKED BY: NKF	ACAD FILE: Figure 3-1 APPR. BY: EWP	FIGURE NO. 3-1

SHALLOW ZONE WELL

MW-26S, MW-27S, MW-28S, MW-29S, MW-30S

DEEP ZONE WELL

MW-26D, MW-27D, MW-28D, MW-29D, MW-30D



GROUNDWATER MONITORING WELLS

MATERIAL SPECIFICATIONS AND CONSTRUCTION NOTES:

MATERIALS:

ALL MATERIALS SHALL BE OF NEW STOCK OF THE HIGHEST QUALITY AVAILABLE, FREE FROM DEFECTS AND IMPERFECTIONS, OF RECENT MANUFACTURE, AND UNUSED, UNLESS OTHERWISE SPECIFIED. THESE MATERIALS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

1) POLYVINYL (PVC) PIPES, SCREENS AND FITTINGS:

WELLS WILL BE CONSTRUCTED WITH 2" DIAMETER SCHEDULE 40, BLANK AND 0.020 FACTORY SLOTTED POLYVINYL CHLORIDE (PVC)

PIPE AND FITTINGS SHALL BE THREADED AND MANUFACTURED FROM A PVC COMPOUND WHICH MEETS THE REQUIREMENTS OF TYPE 1, GRADE 1 PVC, AS OUTLINED IN ASTM D1784. A TYPE 1, GRADE 1 COMPOUND IS CHARACTERIZED AS HAVING THE HIGHEST REQUIREMENTS FOR MECHANICAL PROPERTIES AND CHEMICAL RESISTANCE.

THE COMPOUND FROM WHICH PIPE IS PRODUCED SHALL HAVE A DESIGN STRESS RATING OF 2,000 PSI AT 73 DEGREES FAHRENHEIT, AS LISTED BY THE PLASTIC PIPE INSTITUTE (PPI).

PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM D1785. PIPE SHALL BE HOMOGENEOUS THROUGHOUT AND SHALL BE FREE FROM CRACKS, HOLES, FOREIGN INCLUSIONS, AND OTHER DEFECTS.

2) FILTER PACK:

SAND USED FOR WELL FILTER PACKS WILL BE #3 MONTEREY SAND. FILTER PACK WILL BE PLACED FROM TD TO 2-3' ABOVE TOP OF SCREEN.

3) BENTONITE SEAL:

3 TO 5 FEET OF BENTONITE WILL BE PLACED ON TOP OF THE FILTER PACK.

THE BENTONITE MATERIAL SHALL BE VOLCAY BENTONITE AS PRODUCED BY THE AMERICAN COLLOID COMPANY OR APPROVED EQUAL. THE BENTONITE PLUG SHALL CONSIST OF A MIXTURE OF BENTONITE AND WATER. IF INSTALLED AT A DEPTH THAT IS NOT SATURATED, THE BENTONITE WILL BE HYDRATED WITH CLEAN WATER AND THE MIXTURE SHALL CONSIST OF ONE GALLON WATER PER 1.5 POUNDS OF BENTONITE.

4) NEAT CEMENT GROUT:

THE NEAT CEMENT GROUT SHALL BE TYPE 1/11 PORTLAND CEMENT MECHANICALLY MIXED TO MANUFACTURED SPECIFICATIONS.

THE NEAT CEMENT GROUT SHALL BE INSTALLED BY PUMPING THROUGH TREMMIE PIPE OR DRILL CASING.

5) SURVEYING:

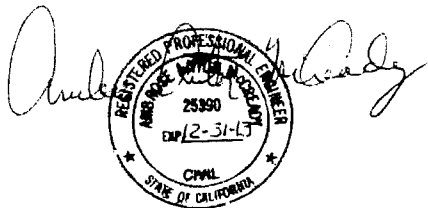
STANISLAUS COUNTY SHALL ARRANGE FOR SURVEYING OF THE COMPLETED WELLS TO DETERMINE HORIZONTAL LOCATIONS TO ± FOOT (APPROXIMATELY) AND VERTICAL ELEVATIONS OF THE MEASURING POINTS TO ±0.01 FEET.

6) GENERAL NOTES:

WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE FEDERAL, STATE, AND LOCAL CODES, AND OTHER AGENCIES HAVING JURISDICTIONS WITHIN THE LIMITS OF WORK.

TRAFFIC CONTROL ON CHARLES STREET WILL BE REQUIRED DURING DRILLING AND INSTALLATION OF MW-28S/D, MW-29S/D AND MW-30S/D. STANISLAUS COUNTY WILL PROVIDE TRAFFIC CONTROL.

WELLS WILL BE LABELED: FOR ABOVE-GROUND COMPLETIONS, NUMBER WILL BE PAINTED ON THE OUTSIDE OF THE PROTECTIVE CASING. FOR FLUSH COMPLETIONS, WELL NUMBER WILL BE STAMPED ON A NON-FERROUS METAL TAG AND ATTACHED TO THE WELL SEAL.



SCS ENGINEERS

ENVIRONMENTAL CONSULTANTS

3117 FITE CIRCLE, SUITE 100
SACRAMENTO, CALIFORNIA 95827
PH. (916) 381-1297 FAX. (916) 381-1299

PROJ. NO. 03196022.63 TS DWN. BY: ATV ACAD. FILE: FIGURE 3-2
DSCR. BY: NF CHK. BY: EWP APPR. BY: AMM

COUNTY OF STANISLAUS
ENVIRONMENTAL RESOURCES
DEPARTMENT

SHEET TITLE: PROPOSED MONITORING WELL CONSTRUCTION
DETAILS FOR SHALLOW (S) AND DEEP (D) ZONE WELLS

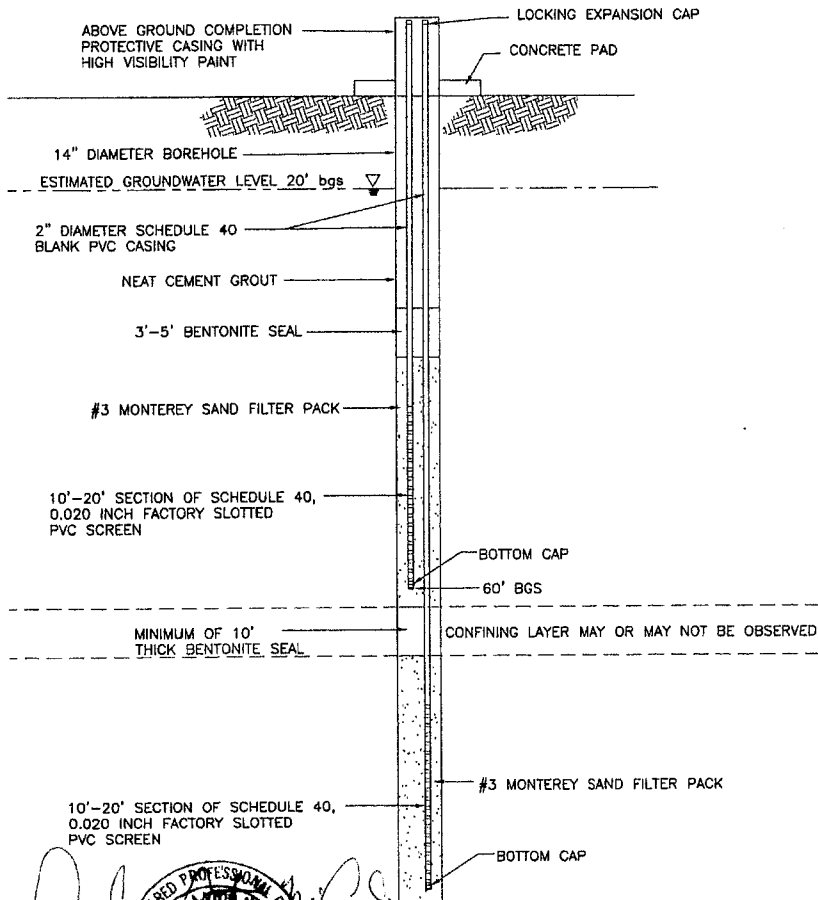
DATE: 6/03/11

PROJECT TITLE: GEER ROAD LANDFILL
STANISLAUS COUNTY, CALIFORNIA

SCALE: NTS

FIGURE: 3-2

**Proposed Monitoring Wells
MW-25D2/D3**



GROUNDWATER MONITORING WELLS

MATERIAL SPECIFICATIONS AND CONSTRUCTION NOTES:

MATERIALS:

ALL MATERIALS SHALL BE OF NEW STOCK OF THE HIGHEST QUALITY AVAILABLE, FREE FROM DEFECTS AND IMPERFECTIONS, OF RECENT MANUFACTURE, AND UNUSED, UNLESS OTHERWISE SPECIFIED. THESE MATERIALS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

1) POLYVINYL (PVC) PIPES, SCREENS AND FITTINGS:

WELLS WILL BE CONSTRUCTED WITH 2" DIAMETER SCHEDULE 40, BLANK AND 0.020 FACTORY SLOTTED POLYVINYL CHLORIDE (PVC)

PIPE AND FITTINGS SHALL BE THREADED AND MANUFACTURED FROM A PVC COMPOUND WHICH MEETS THE REQUIREMENTS OF TYPE 1, GRADE 1 PVC, AS OUTLINED IN ASTM D1784. A TYPE 1, GRADE 1 COMPOUND IS CHARACTERIZED AS HAVING THE HIGHEST REQUIREMENTS FOR MECHANICAL PROPERTIES AND CHEMICAL RESISTANCE.

THE COMPOUND FROM WHICH PIPE IS PRODUCED SHALL HAVE A DESIGN STRESS RATING OF 2,000 PSI AT 73 DEGREES FAHRENHEIT, AS LISTED BY THE PLASTIC PIPE INSTITUTE (PPI).

PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM D1785. PIPE SHALL BE HOMOGENEOUS THROUGHOUT AND SHALL BE FREE FROM CRACKS, HOLES, FOREIGN INCLUSIONS, AND OTHER DEFECTS.

2) FILTER PACK:

SAND USED FOR WELL FILTER PACKS WILL BE #3 MONTEREY SAND. FILTER PACK WILL BE PLACED FROM TD TO 2-3' ABOVE TOP OF SCREEN.

3) BENTONITE SEAL:

LOWER SEAL - MIN. 10 FEET. UPPER SEAL - MIN. 3 FEET.

THE BENTONITE MATERIAL SHALL BE VOLCAY BENTONITE AS PRODUCED BY THE AMERICAN COLLOID COMPANY OR APPROVED EQUAL. THE BENTONITE PLUG SHALL CONSIST OF A MIXTURE OF BENTONITE AND WATER. IF INSTALLED AT A DEPTH THAT IS NOT SATURATED, THE BENTONITE WILL BE HYDRATED WITH CLEAN WATER AND THE MIXTURE SHALL CONSIST OF ONE GALLON WATER PER 1.5 POUNDS OF BENTONITE.

4) NEAT CEMENT GROUT:

THE NEAT CEMENT GROUT SHALL BE TYPE 1/11 PORTLAND CEMENT MECHANICALLY MIXED TO MANUFACTURED SPECIFICATIONS.

THE NEAT CEMENT GROUT SHALL BE INSTALLED BY PUMPING THROUGH TREMIE PIPE.

5) SURVEYING:

STANISLAUS COUNTY SHALL ARRANGE FOR SURVEYING OF THE COMPLETED WELLS TO DETERMINE HORIZONTAL LOCATIONS TO ± FOOT (APPROXIMATELY) AND VERTICAL ELEVATIONS OF THE MEASURING POINTS TO ±0.01 FEET.

6) GENERAL NOTES:

WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE FEDERAL, STATE, AND LOCAL CODES, AND OTHER AGENCIES HAVING JURISDICTIONS WITHIN THE LIMITS OF WORK.

WELL SCREEN AND FILTER PACK SPECIFICATIONS MAY BE MODIFIED BASED ON OBSERVED CONDITIONS DURING DRILLING.

WELLS WILL BE LABELED: WELL NUMBERS WILL BE PAINTED ON THE OUTSIDE OF THE PROTECTIVE CASING AND STAMPED ON A NON-FERROUS METAL TAG AND ATTACHED TO THE WELL SEAL.

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
3117 FITE CIRCLE, SUITE 100
SHOWAUTO, CALIFORNIA 95827
PH (916) 361-1297 FAX (916) 361-1299

PROJ. NO. 03196022.63 T5	DRAWN BY: ATV	ACAD FILE: FIGURE 3-3
ESK: BY: NF	CHEK BY: EWP	APP. BY: AAM

COUNTY OF STANISLAUS
ENVIRONMENTAL RESOURCES
DEPARTMENT

SHEET TITLE:	PROPOSED MONITORING WELL CONSTRUCTION DETAILS FOR DEEPER WELLS MW-25D2/D3	DATE:	1/20/12
PROJECT TITLE:	GEER ROAD LANDFILL STANISLAUS COUNTY, CALIFORNIA	SCALE:	NTS
		FIGURE:	3-3



DEPARTMENT OF ENVIRONMENTAL RESOURCES

3800 Cornucopia Way, Suite C

Modesto, CA 95358

Phone: (209) 525-6700

Fax: (209) 525-7763

ADDENDUM NO. 1

April 11, 2012

To all bidders for furnishing all labor and materials necessary and required for Bid No. 12-1-SMG Installation of six (6) pairs of groundwater monitoring wells

This addendum forms a part of the Invitation to Bid and modifies the original Invitation to Bid issued March 24, 2012 as noted below.

REVISION TO SECTION 1.2 DRILLING DETAILS:

1. Replace the second paragraph of Section 1.2 Drilling Details with the following:

"In addition, the CDO requires that the County meet strict timelines for the completion of these new wells. The County has defined the well installation period as June 25, 2012, through September 11, 2012. As such, Bidders must have on site two or more sonic drilling rigs and adequate manpower to operate them for the period June 25, 2012 through September 11, 2012 (or completion of the Work, whichever comes first) that are available to work simultaneously on this job. Failure to have on site two or more sonic drilling rigs and adequate manpower capable of working simultaneously on any day between June 25, 2012 and Project completion will result in the assessment of liquidated damages for that day as set forth in this Notice Inviting Bids and Section L of the Additional Conditions."

2. Replace the fifth paragraph of Section 1.2 Drilling Details with the following:

The successful Bidder shall use a sonic drill rig, with continuous core capability, to drill ten (10), 8-inch diameter boreholes (for shallow and deep wells) and, at Bidder's option, either one (1), 14-inch diameter borehole (for MW-25D2/D3 dual zone well) or two separate 8-inch diameter boreholes for shallow and deep wells. The successful Bidder's drill rigs and all drilling equipment shall be cleaned prior to arrival onsite, and shall be cleaned between each new borehole.

REVISION TO SECTION 1.3 TOTAL DEPTH:

3. Replace the second paragraph of Section 1.3 Total Depth with the following:

MW-25D2/D3 shall be a dual zone well, installed within one 14-inch borehole or two separate 8-inch boreholes, near MW-4S and MW-4D. MW-4D is completed to a depth

of 61 feet below ground surface (bgs), and based on borehole logs; it does not intersect the gravel zone which characterizes the deep zone. MW-25D2 shall be installed deeper than MW-4D, into the first gravel zone encountered below the total depth of MW-4D. It is possible that, based on the well logs from other deep-zone wells, this gravel zone may exist immediately below the bottom of MW-4D.

REVISION TO BIDDER CERTIFICATIONS PARAGRAPH 5:

4. Replace Paragraph 5 of Bidder Certifications with the following:

"5. CERTIFICATION OF REQUIRED EQUIPMENT AVAILABLE

By my signature hereunder, as the Contractor, I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow Contractor to have on site two or more sonic drilling rigs on each working day between June 25, 2012 and September 11, 2012, with adequate manpower to utilize the drills simultaneously on this Project. Contractor further certifies my understanding that failure to have on site two or more sonic drilling rigs capable of working simultaneously on of the above-listed work days will result in the assessment of liquidated damages for that day as set forth in Paragraph 1.2 of the Notice Inviting Bids and Section L of the Additional Conditions."

REVISION TO SECTION 1.4 MONITORING WELL DESIGN:

5. Replace the last sentence of paragraph 1.4 Monitoring Well Design with the following:

Deeper zone wells (MW-25D2/D3) shall be installed either as a dual zone well within one 14-inch borehole or as two separate wells using 8-inch diameter boreholes.

6. Replace the second paragraph of Section 1.4.2 Deeper Zone Monitoring Wells – MW-25D2/D3 with the following:

"The two "deeper" zone wells (MW-25D2 and MW-25D3) shall be installed either (a) within the 14-inch diameter borehole or (b) as separate wells using 8-inch diameter boreholes. Contractor shall specify on the Bid Form whether it intends to utilize a 14-inch diameter boring or complete separate wells using 8-inch diameter borings. The wells shall be constructed with 2-inch diameter PVC casing, with 10-20 feet of Schedule 40, 0.020-inch, factory slotted screen (or appropriate based on well cores). A 20-foot section of screened casing is the default length, since most wells at the site are designed with 20 feet of screen, but the screen lengths may vary from this depending on the geology encountered. All screen and casing sections shall be attached with screw-joint connections, including a screw-on bottom cap. No solvents or glues shall be used in the well construction."

REVISION TO BID FORM:

7. Add the following to Item No. 2 of the Bid Form:

Please indicate which installation approach Contractor intends to utilize for the two "deeper" zone monitoring wells (MW-25D2 and MW-25D3) :

One 14-inch diameter boring: _____
or
Two 8-inch diameter borings: X

If you have any questions, please contact Susan Garcia at sgarcia2@envres.org. Holders of documents for the subject project are hereby informed that these documents are modified as noted in this Addendum; and that all conditions not modified herein remain unchanged.

Sincerely,

Susan M. Garcia, C.P.M
Contract Administrator

cc: E. Wayne Pearce, PG, QSD, SCS Engineers

END OF ADDENDUM



DEPARTMENT OF ENVIRONMENTAL RESOURCES

3800 Cornucopia Way, Suite C

Modesto, CA 95358

Phone: (209) 525-6700

Fax: (209) 525-7763

ADDENDUM NO. 2

April 19, 2012

To all bidders for furnishing all labor and materials necessary and required for Bid No. 12-1-SMG Installation of six (6) pairs of groundwater monitoring wells

This addendum forms a part of the Invitation to Bid and modifies the original Invitation to Bid issued March 24, 2012, and Addendum 1 issued April 11, 2012, as noted below.

All Bidders shall acknowledge all addenda in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

MANDATORY PRE-BID CONFERENCE

- 1. Change the pre-bid information on the first page of the Invitation to Bid to read as follows:

Bid Response Date:
May 9, 2012

Pre-Bid Conference Dates and Times:

April 11, 2012 at 1:30 P.M. and
April 25, 2012 at 2:30 P.M.

MANDATORY ATTENDANCE AT ONE PRE-BID CONFERENCE REQUIRED? YES
Failure to attend one of the two Mandatory Pre-Bid Conferences will result in rejection of your bid.

REVISION TO ESTIMATED SCHEDULE OF EVENTS

- 2. Change the estimated schedule for the following events:

Mandatory Pre-Bid Conferences Failure to attend one of the two Mandatory Pre-Bid Conferences will result in rejection of your bid.	April 11, 2012 at 1:30 p.m. and April 25, 2012 at 2:30 p.m.
Last Day Contractors Clarification Requests	May 2, 2012
Issuance of Final Addendum (If Needed)	May 4, 2012
Bid Opening	May 9, 2012, 2:00 P.M

REVISION TO SECTION 1.2 DRILLING DETAILS

3. Add the following sentence at the end of the first paragraph of Section 1.2 Drilling Details:

Because RWQCB requires continuous coring capabilities and utilization of a sonic drill rig to install all wells, successful Bidders must demonstrate prior successful experience with use of a sonic drill, as more specifically set forth in the Bidder Certifications section.

REVISION TO BIDDER CERTIFICATIONS:

4. Add the following new paragraph 7. at the end of the Bidder Certifications section:

"7. CERTIFICATION OF SONIC DRILLING EXPERIENCE

By my signature hereunder, as the Contractor, I certify that I have previously performed sonic drilling on a minimum of two prior projects including the following projects [list below]:

- a. Name of Project, Name of Owner, Name and Phone Number of Owner Contact;
- b. Name of Project, Name of Owner, Name and Phone Number of Owner Contact;
- c. Name of Project, Name of Owner, Name and Phone Number of Owner Contact;
- d. [List all relevant projects]

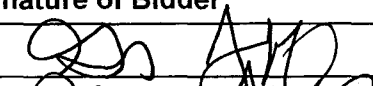
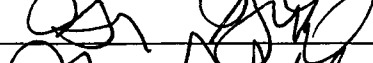

I understand that if I am selected as the lowest, responsible, responsive Bidder for this Project, the Stanislaus County Department of Environmental Resources will contact the above-listed owner contacts to verify my previous successful sonic drilling experience.

REVISION TO BID FORM:

5. Replace the first paragraph of the Bid Form with the following:

In submitting this Bid, the undersigned Bidder represents:

- (a) Bidder has examined all of the Contract Documents and Appendices and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder
1	4/11/12	
2	4/19/12	
3	5/2/12	

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as required in the Contract Documents.

- (c) Bidder has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, Appendices, and drawings and specifications and actual conditions and the written resolution thereof through Addenda issued by the County is acceptable to Contractor.
- (d) Based on the foregoing, Bidder proposes and agrees to fully perform all work and provide all labor, equipment and materials for the completion and operation of the Project for which this bid is made, all as set forth on the plans and in the specifications, provided by the Director of the Department of Environmental Resources or other specified agent of Stanislaus County, within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Bid Name Estimate:

If you have any questions, please contact Susan M. Garcia at sgarcia2@envres.org. Holders of documents for the subject project are hereby informed that these documents are modified as noted in this Addendum; and that all conditions not modified herein remain unchanged.

Sincerely,

Susan M. Garcia, C.P.M.
Contract Administrator

cc: E. Wayne Pearce, PG, QSD, SCS Engineers

END OF ADDENDUM



DEPARTMENT OF ENVIRONMENTAL RESOURCES

3800 Cornucopia Way, Suite C

Modesto, CA 95358

Phone: (209) 525-6700

Fax: (209) 525-7763

ADDENDUM NO. 3

May 2, 2012

To all bidders for furnishing all labor and materials necessary and required for Bid No. 12-1-SMG Installation of six (6) pairs of groundwater monitoring wells

This addendum forms a part of the Invitation to Bid and modifies the original Invitation to Bid issued March 24, 2012, Addendum 1 issued April 10, 2012, and Addendum 2 issued April 18, 2012, as noted below.

All Bidders shall acknowledge all addenda in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

REVISIONS TO BIDDING REQUIREMENTS:

1. Attached are the sign-in sheets from the two Mandatory Pre-Bid Conferences held Wednesday, April 11, 2012 at 1:30 PM and Wednesday, April 25, 2012 at 2:30 PM (3 pages). Attendance at a Pre-Bid Conference was mandatory for all Bidders. Failure to attend one of the two Mandatory Pre-Bid Conferences will result in rejection of your bid.

QUESTIONS AND ANSWERS:

2. QUESTION: What are the hours of operation at Geer Road?

ANSWER: Hours/days and access for the on-site wells are included in the bid documents and remain unchanged.

3. QUESTION: Will the Contractor be able to have access outside of the hours of operation, should they need to, to complete the project on time? What is the recommended process to obtain access outside the hours of operation?

ANSWER: For the wells on Charles Street, according to the Department of Public Works, when the encroachment permits are pulled, a request for extended hours can be made to allow drilling from 7 A.M. to 7 P.M., Monday through Friday. It is up to the Department of Public Works to grant these extended timelines. They can also make exceptions for working on Saturdays, but this must also be requested from the Department of Public Works and is subject to their approval. SCS Engineers must be present to observe/oversee all work that is done and they have budgeted for up to 80 hours per well pair, or a total of 480 hours of driller work observation time. Work for the wells on Charles Street cannot extend beyond the timelines that are granted by the Department of Public Works. For the on-site wells, if the selected driller wishes to request an extended timeline, they must contact both the SCS Engineers Project Manager and the Stanislaus County Department of Environmental Resources to seek advance approval of same.

4. QUESTION: Is the County willing to remove the fenced area where the dual zone well is to be installed?

ANSWER: Yes.

5. QUESTION: Is the County willing to grade the land to create a new road, so the equipment will be able to reach the site by the river without damaging the farmers' existing nut trees?

ANSWER: Yes.

6. QUESTION: Is the County willing to provide Security during the project?

ANSWER: Yes.

If you have any questions, please contact Susan M. Garcia, C.P.M., at sgarcia2@envres.org. Holders of documents for the subject project are hereby informed that these documents are modified as noted in this Addendum; and that all conditions not modified herein remain unchanged.

Sincerely,

Susan M. Garcia, C.P.M.

cc: E. Wayne Pearce, PG, QSD, SCS Engineers

END OF ADDENDUM



FILED

12 MAY 24 PM 3: 40

STANISLAUS CO. CLERK-RECORDER

NOTICE OF EXEMPTION

MEMO TO:

Stanislaus County Clerk/Recorder

BY Isabel Romero
DEPUTY

Office of Planning and Research

FROM:

Stanislaus County Department of Environmental Resources

PROJECT TITLE:

Groundwater Plume Investigation (as required by the Regional Water Quality Control Board)

PROJECT LOCATION:

Stanislaus County – Geer Road Landfill, 750 Geer Road, Modesto, CA

PROJECT DESCRIPTION:

This project involves the installation of six (6) pairs of new groundwater monitoring wells (12 wells total): three (3) well pairs on or adjacent to County-owned property at the Geer Road Landfill, and three (3) well pairs off-site on Charles Street, west of the Landfill in the County public right-of-way. The wells shall be installed to define the vertical and lateral extent of a groundwater plume, in all aquifer zones affected by the Landfill release

NAME OF AGENCY:

Stanislaus County Department of Environmental Resources

APPROVING PROJECT:

Landfill Division
3800 Cornucopia Way, Suite C
Modesto, CA 95358

EXEMPT STATUS: (check one)

- Statutory Exemption: California Environmental Quality Act, '1506 (b),1. (Title 14, Statutory Exemption)
- Categorical Exemption: California Environmental Quality Act, '15269 (Emergency Project)
- Categorical Exemption: California Environmental Quality Act, Class 1, '15301 (Existing Facilities)
- Categorical Exemption: California Environmental Quality Act, Class 2, '15302 (Replace/Reconstruct)
- Categorical Exemption: California Environmental Quality Act, Class 6, '15306 (Data Collection/Management)
- Categorical Exemption: California Environmental Quality Act, Class 8, '15308 (Regulatory Agency Actions)
- "General Rule" Exemption: California Environmental Quality Act, '15061(b),3. (Title 14, Statutory Exemption)

REASONS WHY PROJECT IS EXEMPT:

The activity is covered by the general rule that CEQA applies only to projects which have a potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Specifically, Section 15308, of Title 14 of the California Code of Regulations, Article 19: Categorical Exemptions: Class 8 consists of actions taken by regulatory agencies as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment.

LEAD AGENCY CONTACT PERSON:

Stanislaus County Department of Environmental Resources
Jami Aggers Telephone: (209) 525 6768
3800 Cornucopia Way, Suite C, Modesto, CA 95358