

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

DEPT: Parks and Recreation

BOARD AGENDA:5.B.10
AGENDA DATE: September 11, 2018

SUBJECT:

Approval to Proceed with the Grayson Road Firing Range Cleanup Project, Establish a Project Budget, Award a Contract to Metals Treatment Technologies, LLC, of Arvada, Colorado, in an amount not to exceed \$1,719,416, and Approval of Amendment No. 1 to the Master Agreement for Professional Environmental Consulting Services with Tetra Tech, Inc.


BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0453

On motion of Supervisor Monteith , Seconded by Supervisor Olsen
and approved by the following vote,
Ayes: Supervisors: Olsen, Chiesa, Witbrow, Monteith, and Chairman DeMartini
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

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

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Parks and Recreation

BOARD AGENDA:5.B.10
AGENDA DATE: September 11, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Proceed with the Grayson Road Firing Range Cleanup Project, Establish a Project Budget, Award a Contract to Metals Treatment Technologies, LLC, of Arvada, Colorado, in an amount not to exceed \$1,719,416, and Approval of Amendment No. 1 to the Master Agreement for Professional Environmental Consulting Services with Tetra Tech, Inc.

STAFF RECOMMENDATION:

1. Approve the award of the construction contract for the Grayson Road Firing Range Cleanup project, in an amount not to exceed \$1,719,416, to Metals Treatment Technologies, LLC, of Arvada, Colorado, subject to receipt of appropriate insurance and bonds.
2. Authorize the Chairman of the Board of Supervisors to execute the contract with Metals Treatment Technologies, LLC, and to sign any necessary documents required to award the project.
3. Authorize the Director of Parks and Recreation, or designee, to execute change orders not to exceed 10% of the original contract price, in accordance with Public Contract Code Section 20137 and 20142.
4. Upon project completion, authorize the Director of Parks and Recreation, or designee, to accept the completed improvements and perform all necessary closeout activities for the project.
5. Approve Amendment No. 1 to the Master Agreement for Professional Environmental Consulting Services with Tetra Tech, Inc., for additional on-site support during Phase II of the Grayson Road Firing Range Cleanup project, which increases the amount of the agreement by \$48,547, for a not-to-exceed amount of \$293,039.
6. Authorize the Director of Parks and Recreation, or designee, to execute Amendment No. 1 with Tetra Tech, Inc., and to sign any necessary documents required to execute the Amendment.
7. Direct the Auditor-Controller to increase the Fiscal Year 2018-2019 Chief Executive Office-County Facilities budget by \$2 million, using an assignment of fund balance in the General Fund.

8. Direct the Auditor-Controller to increase the Department of Parks and Recreation Budget by \$2.2 million and approve the transfer of \$2.2 from the County Facilities Budget to the Department of Parks and Recreation Budget, as detailed in the attached Budget Journal.

DISCUSSION:

Background

The Grayson Road Firing Range, located at 8224 West Grayson Road, Modesto, California, was built and used by the Stanislaus County Sheriff's Department as a practice and qualifying range from approximately 1954 to 2005. The range site is approximately three acres in size and is located to the west of the former Sheriff's Department Honor Farm, now owned and operated as Camp Taylor, and to the southwest of Laird Park, in Grayson. Currently the range is closed and the Department of Parks and Recreation (Department), in partnership with the Chief Executive Office (CEO), is coordinating efforts to conduct a cleanup of the site through the State Department of Toxic Substances Control's (DTSC) Voluntary Cleanup Program. The project objectives are to remediate hazardous substances and to obtain a closure determination from the DTSC for the future, unrestricted use of the site.

Since the closure of the range, the office buildings and structures associated with former range activities have been removed. A large earthen berm, approximately 265 feet wide, that was formerly used as a backstop for bullets remains onsite. Lead slugs remain embedded in the berm, causing elevated levels of lead in the soil, and spent shells and casings remain on the grounds of the range. The annual usage of the range during its operation is estimated to have been greater than one million rounds.

Gun Range Cleanup Process

On September 19, 2017, the Board of Supervisors authorized the Department to enter into a voluntary agreement with DTSC to provide regulatory oversight of the proposed cleanup activities, including preparation of documents for a proposed Notice of Exemption under the California Environmental Quality Act (CEQA). DTSC will provide certification of closure, upon completion of the remediation work, and determine that no further action would be required for future, unrestricted use of the site.

Also on September 19, 2017, the Board of Supervisors approved a contract with Tetra Tech, Inc., a professional environmental consultant, to assist the Department in preparing the DTSC required, Remedial Action Workplan (RAW) for this project. The preparation of the RAW is the first step in the DTSC oversight process that evaluates cleanup approaches that will prevent or reduce potential risks to public health and the environment.

With the RAW complete, a Request for Proposals (RFP) was issued on April 27, 2018, for an environmental contractor to conduct the cleanup of the site in accordance with the RAW, including soil excavation, on-site screening of lead slugs and shell casings, soil sampling and waste characterization, and off-site disposal. The RFP period closed on May 30, 2018, and the GSA Purchasing Division conducted the opening of the proposals on the closing date.

On May 30, 2018, two contractors submitted their qualifications for review. All contractors were evaluated and scored on qualifications only. The contractors that submitted proposals are as follows:

- Pacific States Environmental Contractors, Inc.
- Metals Treatment Technologies, LLC

The initial evaluation (Phase I) was completed by an evaluation committee consisting of three evaluators: two members from the Department of Parks and Recreation, and one member from the CEO's Office. The contractors were initially evaluated on the following criteria:

1. Proposer's Response;
2. Qualifications;
3. References;
4. Understanding of the Project; and
5. Treatability Study.

Both proposals scored 80 points or higher and moved on to Phase II of the evaluation; oral interviews. On June 21, 2018, the evaluation committee conducted oral interviews with each proposer. The overall score from the above criteria and the oral interview process was used to rank proposals in the following order:

<u>Ranking</u>	<u>Consultant</u>
1	Metals Treatment Technologies, LLC
2	Pacific States Environmental Contractors, Inc.

On June 27, 2018, the GSA Purchasing Division issued a letter of intent to award to Metals Treatment Technologies, LLC (MT2), and contract terms have been agreed upon (Attachment 1).

The contract with MT2 includes all work in accordance with the RAW and is recommended in the amount of \$1,719,416 (without contingency costs). The objective of the removal action is to remove lead and arsenic contaminated soils, to reduce risk to human health and the environment. Removal action implementation includes excavation, screening, confirmation sampling to determine lead impact to soils, off-site transport, and off-site disposal of soil at the appropriate facility for each waste stream, site regrading and erosion control. Screened soil below the removal action goal will remain on site and be used for backfilling and grading.

Upon completion of the work, the contractor will provide the County with an After Action Report that will provide volumes, quantities, disposal, waste classification sampling results, and other pertinent data. The County's environmental consultant, Tetra Tech, Inc., will then prepare a Removal Action Completion Report for submission to DTSC for approval.

An amendment to Tetra Tech, Inc.'s Master Agreement is also needed in the amount of \$48,547. The amendment will authorize Tetra Tech, Inc. to provide additional oversight and support services during the construction and remediation phase of the project. Tetra Tech Inc., will be present on-site to provide pre-excavation soil sampling, to ensure the soils are being categorized in the proper waste category and taken to the proper disposal facility.

It is in the County's best interest to have Tetra Tech Inc., act as on-site project manager to ensure that the removal contractor, MT2, is minimizing the hazardous waste soils that are required to be treated prior to transport to the costlier Class II landfill. The amendment increases the previously approved contract amount to a new not-to-exceed amount of \$293,039.

Future Removal Action Phase:

During the predesign investigation conducted by Tetra Tech, Inc., a debris area was observed on County property, south of the firing range berm. A geophysical study was conducted to determine the extent of the debris area. The debris area appears to be a decades old landfill and dumping ground in use many years prior to County ownership.

A future and separate phase of a removal action plan will need to be conducted to address the debris area. Due to the discovery and extent of the debris field, DTSC's determination of No Further Action (NFA) will not occur at this time. With a NFA determination, there would be no land use restrictions for the site.

Upon completion of the future removal action phase and a NFA determination from DTSC, the Department may consider expanding the use of Laird Regional Park, in the future, to include trails for walking, hiking, and mountain biking, fishing access, day use, and camping along the river.

POLICY ISSUE:

Board of Supervisors approval is required for all contracts exceeding \$100,000, as well as increasing budget appropriations.

FISCAL IMPACT:

Phase I, the identification of hazardous materials has been completed. The cost for this phase was \$287,864, which included the environmental consultant contract with Tetra Tech for \$244,492.

Phase II cleanup/remediation phase of the Grayson Road Firing Range Cleanup project is estimated to cost \$2,200,000, of which up to \$1,719,416 is required for the environmental contractor MT2 for the contaminated soil removal and remediation. In addition, staff are recommending an Amendment with the environmental consultant

Tetra Tech for \$48,547 to provide additional scope of work for oversight of the cleanup effort. The original contract amount of \$244,492 with Tetra Tech was included in a prior phase of the project.

Costs for both phases of the project total \$2,487,864, and are detailed in the chart below.

Project Description	Cost	Available Funding
Phase 1		
Salaries and Wages Phase I	\$3,572	
Department of Toxic Substances Control Oversight Fees	40,000	
Tetra Tech, Environmental Base Contract	244,292	
Subtotal Phase I	\$287,864	
Phase 2		
Salaries and Wages	52,202	
Services and Supplies	207,893	
Tetra Tech, Environmental Amendment	48,547	
Construction Base Contract	1,588,952	
Construction Alternates	130,464	
Project Contingency	171,942	
Subtotal Phase 2	\$2,200,000	
CEO Discretionary Revenue		\$2,000,000
CEO County Facilities Budget		487864
Total	\$ 2,487,864.00	\$ 2,487,864.00

If approved, this action will establish Phase II of this project and will increase the Fiscal Year 2018-2019 CEO-County Facilities budget by \$2,000,000. In addition, \$200,000 of existing approved appropriations for this project will also be used from the Fiscal Year 2018-2019 CEO County Facilities budget. Staff are also recommending transferring the \$2,200,000 for this project to the Department of Parks and Recreation/Environmental Resources, who will manage this project.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services and Community Infrastructure* by conducting the appropriate hazardous waste cleanup and improving recreational facilities and resources for the quality of life in Stanislaus County.

STAFFING IMPACT:

Existing staff will oversee the work related to the project.

CONTACT PERSON:

Jami Aggers, Director of Parks and Recreation 209-525-6770
 Merry Mayhew, Assistant Director Parks and Recreation 209-525-6760

ATTACHMENT(S):

1. Metal Treatment Technologies Agreement No. A062918
2. Tetra Tech Inc Amendment No. 1
3. Budget Journal



DEPARTMENT OF PARKS AND RECREATION
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6774

AGREEMENT
(for Public Works of Improvement)

This Agreement, made this September 11, 2018, by and between Metal Treatment Technologies, LLC ("Contractor") and the COUNTY OF STANISLAUS ("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:

PROJECT NAME: Soil Removal Action and Stabilization for Grayson Road Former Firing Range
RFP NO.: 18-34-AS

as set forth in the Bid of the Contractor and in accordance with the Bid, Notice to Bidders, Information for Bidders, Special Conditions, plans and specifications, bonds, addenda, Exhibit A to this Agreement 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 Parks and Recreation. 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 Department of Parks and Recreation of the County of Stanislaus in the form of a written change order.

ARTICLE IV

The Contractor shall commence the Work within **five (5) working days** after the date specified in the Notice to Proceed given to it by the Department of Parks and Recreation, and shall prosecute said Work in a prompt, diligent and workmanlike manner. The Contractor shall complete the on-site Work within **90 days from the date specified in the Notice to Proceed**, and complete all other contracted work within **six months from the date specified in the Notice to Proceed**, 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 Special 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 Department of Parks and Recreation.

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 Department of Parks and Recreation.

COUNTY OF STANISLAUS

METAL TREATMENT TECHNOLOGIES

By: 
Jim DeMartini
Chair of The Board of Supervisors

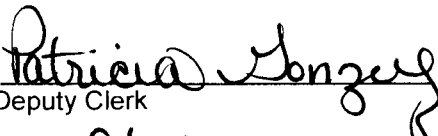
By: 
James M. Barthel
President and CEO

Date: 9/17/18

"Contractor"

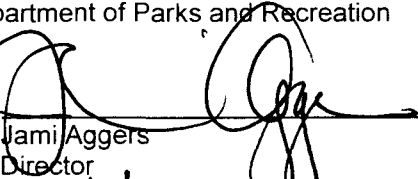
"County"

ATTEST: Elizabeth A. King
Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By: 
Patricia Songey
Deputy Clerk


Date: 9/17/18

APPROVED AS TO CONTENT:
Department of Parks and Recreation

By: 
Jami Aggers
Director

Date: 9/6/18

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amalida DeHart
Deputy County Counsel

Date: 8-15-18

EXHIBIT A

**SCOPE OF WORK
FOR**

PROJECT NAME: Soil Removal and Stabilization for Grayson Road Former Firing Range

The following language and documents are included as Exhibit A to this Agreement:

- **Special Conditions**
- **Scope of Work** from RFP NO.18-34-AS, including any **Addenda** thereto;
- **Remedial Action Workplan**

SPECIAL 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 Parks and Recreation of the County of Stanislaus, California.

2.03 ENGINEER. The Stanislaus County Department of Parks and Recreation 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 Parks and Recreation 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 Special 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 Parks and Recreation, enter into an agreement with the owner. The form of agreement is attached herein and made a part of these Special 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 Parks and Recreation 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.

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

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. Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers 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 this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

2.18 REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONTRACTOR HEREBY ATTESTS THAT CONTRACTOR AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

2.19 PAYROLL RECORDS. Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

2.20 EIGHT HOUR DAY. Pursuant to and in accordance with the provisions of Labor Code sections 1810, 1811 and 1815, the time of service of any laborer, workman, or mechanic employed upon any of the work under this Agreement is limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours during any one calendar week, except that work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2.21 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS. Each bid shall have listed therein the name, license number 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.

2.22 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
- Stanislaus County Code Title 16, Chap. 16.10
- Stanislaus County Code Title 16, Chap. 16.15

Stanislaus County Code Title 16, Chap. 16.20
Standard Specifications, State of California, Department of Transportation (2010)
Stanislaus County Improvement Standards
California Building Code (California Code of Regulations, Title 24, Part 2)

2.23 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.

2.24 TIME FOR COMPLETION. The Work to be performed under this contract shall be completed as stated within ARTICLE IV of this Agreement.

2.25 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.

2.26 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.

2.27 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 Contractor may furnish any equal material, product, thing or service. The Contractor 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.

2.28 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.

2.29 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.

2.30 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.

2.31 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.

2.32 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 2.30 of these Special 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.

2.33 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.

2.34 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.

2.35 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.

2.36 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.

2.37 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 Board.

2.38 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.

2.39 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.

2.40 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.

2.41 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 three (3) months 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 journeymen through apprenticeship training on an annual basis statewide or locally; or
- (d) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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.

2.42 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.

2.43 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

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.

2.44 DISABLED INDIVIDUALS 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 disabled individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

2.45 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. 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.

2.46 DIGGING TRENCHES OR EXCAVATIONS.

2.46.1 Trenching shall be done in accordance with the California Labor Code Section 6705, 6706, and 6707.

2.46.2 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 and 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.

2.46.3 Digging trenches or excavations shall be in accordance with the California Government Code Section 4216, the California Business and Professions Code Section 7110 and the CalOSHA Regulation Title 8 Chapter 4 Subchapter 4 Article 6 Section 1541.

2.47 UTILITY RELOCATION. Pursuant to Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the County of the utility owner to provide for removal or relocation of such utility facilities.

2.48 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 Parks and Recreation
Attention: Stephanie Musso
3800 Cornucopia Way, Suite C
Modesto, CA 95358

To Contractor: MT2
Attn: James M Barthel
14045 W 66th Avenue
Arvada, CO 80004

2.49 FINAL PAYMENT.

• A. FINAL PAYMENT

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punch list, 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.

2.50 CLAIMS UNDER \$375,000.

The provision of Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 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.

2.51 ALL CLAIMS.

Notwithstanding section 2.50, the provisions of Chapter 9 (commencing with section 9204) of the Public Contracts Code shall apply to any Claims under this Contract; and is hereby incorporated into this contract as set forth below.

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant

shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

2.52 EXAMINATION AND AUDIT. Any contract exceeding \$10,000.00 is subject to examination and audit of the California State Auditor, at the request of the County for a period of three (3) years after the final payment under the contract (pursuant to Public Contract Code section 8546.7).

**EXHIBIT A
SCOPE OF WORK
SOIL REMOVAL ACTION FOR GRAYSON ROAD FORMER FIRING RANGE**

ABBREVIATIONS AND ACRONYMS

AOC	Areas of Concern
ASTM	American Society for Testing and Materials International
BCY	Bank cubic yard
Bgs	Below ground surface
BMP	Best management practice
CAM	California Assessment Manual
CCR	California Code of Regulations
CFR	Code of Federal Regulations
CGP	Construction General Permit
County	Stanislaus County
CPR	Cardiopulmonary Resuscitation
CY	Cubic yards
DOT	U.S. Department of Transportation
DTSC	California Department of Toxic Substances Control
EMR	Experience modification rate
EPA	U.S. Environmental Protection Agency
ESA	Environmental Site Assessment
HASP	Health and Safety Plan
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
OSHA	Occupational Safety and Health Administration
PG&E	Pacific Gas & Electric
PPE	Personal Protective Equipment
RAC	Removal Action Contractor
RAG	Removal Action Goal
RAO	Removal Action Objective
RAW	Removal Action Workplan
RCRA	Resource Conservation and Recovery Act
REC	Recognized environmental condition
RFP	Request for Proposal
RWQCB	Regional Water Quality Control Board
Site	Grayson Road Former Firing Range
SJVAPCD	San Joaquin Valley Air Pollution Control District
SSHO	Site Safety and Health Officer

ABBREVIATIONS AND ACRONYMS CONTINUED

SSHP	Site-specific Health and Safety Plan
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STLC	Soluble Threshold Limit Concentration
SWPP	Stormwater Pollution Prevention Plan
TCLP	Toxicity Characteristic Leaching Procedure
TEM	Tait Environmental Management
TTLC	Total Threshold Limit Concentration
WET	California Waste Extraction Test
XRF	X-ray fluorescence

A. INTRODUCTION

The Site is at 8224 West Grayson Road in Modesto, Stanislaus County, California 95358, and was used by the Stanislaus County (County) Sheriff's Department as a firing range. Due to former use of the Site as a firing range, it is necessary to remove arsenic- and lead-impacted soils that pose a threat to human health and the environment. The County is voluntarily conducting and funding a non-time critical removal action at the Site, and has designated the Department of Toxic Substances Control (DTSC) as the lead agency overseeing the removal action, case closure, and document review.

This scope of work summarizes requirements detailed in the Removal Action Workplan (RAW) (Tetra Tech Inc., 2018), included as Exhibit D to this Agreement, for implementing the removal action of arsenic- and lead-impacted soils at the Site. The Removal Action Contractor (RAC) shall perform all work indicated and required for the removal action by furnishing all supplies, materials, equipment, labor, tests, and permits necessary for the excavation, treatment and disposal of the soils from the Site in accordance to the RAW.

The RAW and previous site investigation reports are available to the bidders in electronic format. Concentrations of arsenic and lead in soil exceed conservative human health screening levels developed by the DTSC and the U.S. Environmental Protection Agency (EPA), and ecological screening levels compiled from State of California, EPA, and literature.

The general project objectives are soil excavation, on-site screening of lead slugs and shell casings, and off-site disposal. On-site screening shall be conducted to reduce the total and soluble lead concentrations to below Federal and California Hazardous Waste Criteria to allow the soils to be disposed at the appropriate facility for each waste stream.

B. SITE BACKGROUND

The following sections summarize the site background and previous investigations. The RAC shall refer to the investigation reports and RAW for more detail as needed.

1. *Background*

The unoccupied Site is in the Central Valley Geomorphic Province of California, and covered by typical area riparian vegetation, that is stripped during periods of flood scouring. Coarse loamy alluvium derived from igneous, metamorphic, and sedimentary rock of a San Joaquin River floodplain compose the Site. The Site is bordered by the San Joaquin River on the east, south, and west. The Site is accessed by an unpaved road from Laird Park. The Site is generally flat except for a partially-eroded backstop berm associated with the firing range. Lead slugs from spent bullets are present on the surface of the backstop berm, toe of slope, and range floor, as well as within the backstop berm face.

The Site was used by the Stanislaus County Sheriff's Department as a firing range from 1954 through 2006. In addition to contamination from use as a firing range, eight apparent debris disposal areas approximately 2 to 10 feet below ground surface (bgs) have been identified to the south and southeast of the firing range berm. The County has separated the Site into two separate areas of concern (AOC)—the former firing range AOC, and the debris area AOC; Contractor may be retained by the County to perform the clean-up of the debris area as well, if Contractor agrees to do so. How the County wishes to address the clean-up of the debris area shall be determined

solely by the County at a later date; if County requests Contractor to perform this work, and Contractor agrees, this work shall be conducted via Change Order to the original contract, and may be subject to Board Approval.

2. **Past Site Investigations**

A Phase I Environmental Site Assessment (ESA) (Tetra Tech EM Inc. 2002), Phase II Site Investigation (TEM 2006), pre-design investigation (Tetra Tech 2018), and geophysical survey of the buried debris field in the Debris Area AOC (Tetra Tech 2018) have been conducted.

A Phase I ESA conducted in July of 2002 (Tetra Tech EM Inc. 2002), included (1) evaluation of past and current activities at the Site and adjacent properties; (2) review of geologic and hydrogeologic literature pertaining to the Site; (3) a site reconnaissance to identify recognized environmental conditions (REC); (4) evaluation of past treatment, recycling, and disposal of any observed hazardous materials at the Site; and (5) reviews of aerial photographs and federal, state, and regional databases.

Based on findings of the Phase I ESA, Tait Environmental Management, Inc. (TEM) conducted a Phase II ESA in August of 2006 (after discontinuation of the Site as a firing range) to identify and evaluate potential for contamination of area drainages from the firing range, to determine the nature and extent of metals contamination in soil, and to determine the nature and extent of metals in groundwater beneath the Site (TEM 2006). This investigation included collection of soil samples from Geoprobe soil borings, soil samples from three test pits, soil samples from backstop berm locations, surface sediment samples from site drainages, and grab groundwater samples from open borings. All soil samples were analyzed for total lead; samples with total lead concentrations greater than 50 mg/kg were analyzed for California Assessment Manual (CAM) 17 metals; 14 soil samples were analyzed for leachable lead after California Waste Extraction Test (WET) (citrate buffer) procedure; and the backstop berm samples and groundwater samples were analyzed for CAM 17 metals.

An additional investigation was conducted as part of Phase II in April 2008, and included advancement of Geoprobe soil borings and collection of soil samples (TEM 2008). All soil samples were analyzed for total lead, and two soil samples were analyzed for leachable lead via the WET (citrate buffer) procedure.

A predesign-investigation study was conducted prior to the preparation of the RAW (Tetra Tech 2018). The predesign investigation included trenching and soil sampling of the backstop berm and toe of slope, trenching and soil sampling of debris area locations, and background sampling at off-site locations. During the predesign investigation a debris area was observed south of the firing range berm. A geophysical study was conducted to determine the extent of the debris area (Tetra Tech 2018). The debris extent was much greater than expected, and a separate AOC was created to address the debris area under a separate action.

C. **SCOPE OF WORK**

The RAC shall be responsible for executing the implementation of the Removal Action described in the DTSC approved RAW. The scope of services for the project shall generally include the items summarized below and described in detail in Section 5.0, "Removal Action Implementation" in the RAW.

1. **Regulatory Driver**

The County is voluntarily funding and conducting the removal action in pursuant of *California Code of Regulations, Health and Safety Code – HSC § 25356.1*. Documented potential risks to humans and ecological receptors at the Site indicate fulfillment of the following National Oil and Hazardous Substances Pollution Contingency Plan (NCP) removal action factors specified at *40 Code of Federal Regulations (CFR) § 300.415(b)(2)*:

- a. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants, or contaminants
- b. High levels of hazardous substances, pollutants, or contaminants in soils largely at or near the surface that may migrate
- c. Weather conditions that may cause migration or release of hazardous substances, pollutants, or contaminants
- d. Other situations or factors that may pose threats to public health or welfare or the environment (e.g. contamination of drinking water supplies or sensitive ecosystems).

2. **Removal Action Implementation**

Contractor shall conduct all work in accordance with the RAW. Removal action implementation includes excavation, screening, off-site transport, and off-site disposal of soil at the appropriate facility for each waste stream, and site regrading and erosion control. Screened soil below RAGs will remain on site and be used for backfilling and grading. Section 5.2 of the RAW provides a site layout plan for the stockpile areas, treatment areas, and Section 7.0 provides truck access. Implementation of the removal action will involve performance of the activities described in the RAW and summarized below.

2.1. Work Objectives

In accordance with the NCP Removal Action Criteria, the following removal action objectives (RAO) were developed that would protect human health and the environment, and would reduce potential for exposure to arsenic and lead in multimedia within the former firing range AOC at the Site:

- a. Minimize potential for human and ecological exposure to arsenic and lead in soil, sediment, and windblown dust at concentrations posing an unacceptable risk, hazard, or blood lead level.
- b. Prevent migration of arsenic and lead to off-site receptors at concentrations posing an unacceptable risk, hazard, or blood lead level.
- c. Minimize potential for lead to migrate to shallow groundwater at concentrations posing an unacceptable risk, hazard, or blood lead level.
- d. Minimize potential for lead to migrate to surface water at concentrations posing an unacceptable risk, hazard, or blood lead level.

Attaining these objectives is expected to result in mitigation of the NCP removal action factors, thus enhancing protection of human and ecological receptors at the Site and surrounding areas.

The objective of the removal action is to remove lead- and arsenic-contaminated soils to reduce risk to human health and the environment. The removal action goals (RAGs) are to remove soil containing lead at concentrations exceeding 80 mg/kg and soil containing arsenic at concentrations exceeding 1.6 mg/kg.

2.2. Pre-mobilization

As part of the pre-mobilization activities and within 14 days of notice to proceed, Contractor shall secure a project bond, provide the County required certifications, insurance, and a project schedule. Within 21 days of Notice to Proceed, Contractor shall obtain required permits, and develop and obtain County approval of plans (Amendments to the RAW and SAP, SSHP, SWPP).

2.2.1. Permits

Contractor shall obtain required permits including, but not limited to:

- a. A county encroachment permit, if required, for use of traffic control and a flagger to ensure safe access to the roadway for trucking on West Grayson Road to allow hauling trucks safe access to the roadway when departing the Site
- b. A RWQCB CGP 2012-0006-DWQ.
- c. Make notification of earth moving activities to the SJVAPCD. Note that a SJVAPCD air permit is not expected to be needed because the site is non-residential, disturbed area is encompassing less than 5 acres, and earthwork involving less than 2,500 CY per day would occur on at least 3 days.
- d. Obtain utility connection permits as required.
- e. Contractor anticipates that the screening equipment use will be a notification only through the submittal of the Dust Control Plan and approval, and not require permitting. If the Air District wants to permit the screening equipment, Contractor shall obtain the permit, however, this may be up to a 60 day review process and may delay the mobilization start date.

2.2.2. Pre-Construction Submittals

- a. Amendments to RAW, including Sample Analysis Plan (if required)

Contractor shall work in accordance with this Scope of work and existing RAW, with the understanding there may be revisions of the RAW, including the SAP, based on County obtaining final approval of these documents. Contractor's pricing shall therefore require review and incorporation of any changes prior to execution of work, via written Change Order.

b. Health and Safety Plan

Contractor shall implement a site-specific health and safety plan and provide safety related oversight at the project site. Contractor shall be fully responsible for the safe and healthful performance of work for each of its employees, subcontractors, or support personnel who may enter the site. Contractor shall perform work in compliance with its corporate Health and Safety Program, the site-specific health and safety plan and RAW safety requirements.

The Contractor shall prepare a Site-specific Safety and Healthy Plan for work at the site and ensure the work complies with OSHA requirements in 29 CFR 1910 and 29 CFR 1926, especially OSHA's Standards 29 CFR 1926.65 and 29 CFR 1910.120, and state-specific OSHA requirements of *California Code of Regulations* (CCR) Title 8 and CCR Title 22 where applicable. The SSHP shall address all occupational safety and health hazards of traditional construction, as well as contaminant-related hazards associated with excavation, screening, stabilization, loading, and transport operations. See Section 8.2 in the RAW for more details.

Contractor shall develop the SSHP and certify its compliance with 29 CFR 1910 and 1926 standards, and submit a copy to the County. Contractor shall comply with the requirements of the SSHP, be responsible for the health and safety of its own employees and subcontractors, and sign a Statement of Compliance for all onsite employees before site work begins. The SSHP shall be made available in accordance with 29 CFR 1910.120, (b) (b)(1)(v); 29 CFR 1926.65, (b)(1)(v); and CCR Title 8.

Prior to submittal, the SSHP shall be signed and dated by the Contractor's Safety and Health Manager and the Contractor's Site Superintendent, and submitted for review 21 calendar days prior to a mobilization to the site. Deficiencies in the SSHP shall be discussed at the Preconstruction Safety Conference, and the SSHP shall be revised to correct the deficiencies, and then shall be resubmitted for acceptance. Field work must not begin until the plan has been accepted.

A copy of the written SSHP shall be maintained on site. Changes and modifications to it shall occur with knowledge and concurrence of the RAC Safety and Health Manager, the RAC Site Superintendent, and the County. Any unforeseen hazard that shall become evident during performance of work shall be brought to the attention of the RAC Safety and Health Manager, the RAC Site Superintendent, and the County via the RAC Site Safety and Health Officer (SSHO) for resolution as soon as possible.

Staff Organization, Qualification, and Responsibilities

- i. Site Superintendent: The site superintendent must maintain a physical presence at the site always and is responsible for all construction and related activities at the site. The superintendent shall take an active role in enforcing the safety requirements by participation in safety conferences, hazard analysis, tool box meetings, walk through inspections, correction of violations, etc., and including that of the subcontractor's work.
- ii. RAC Safety and Health Manager: An Industrial Hygienist certified by the American Board of Industrial Hygiene or a safety professional certified by the Board of Certified Safety Professionals responsible for the development, sub-implementation, oversight, and enforcement of the SSHP.
- iii. RAC Site Safety and Health Officer: A designated individual to assist and represent the RAC Safety and Health Manager in implementation and enforcement of the accepted

SSHP, and ensure site compliance with specified safety and health requirements and regulations.

- iv. Occupational Physician: Utilize the services of a licensed physician, certified in occupational medicine by the American Board of Preventative Medicine, or Board-eligible based on necessary training and experience. The physician shall be responsible for determining medical surveillance protocols for reviewing results of examinations conducted in compliance with 29 CFR 1910.120, (f) and 29 C FR 1926.65, (f); and CCR, Title 8, Section 5192 and paragraph MEDICAL SURVEILLANCE.
- v. Persons certified in First Aid and Cardiopulmonary Resuscitation: At least two persons currently certified in first aid and cardiopulmonary resuscitation (CPR) by the American Red Cross or other approved agency must be on site at all times during site operations

Contractor shall refer to Section 8 of the RAW for additional details of the Health and Safety Plan (HASP), including training, Personal Protective Equipment (PPE), site control measures, personal decontamination, emergency response and contingency procedures, and the safety and health phase-out report.

c. Stormwater Pollution Prevention Plan (SWPP)

A SWPP shall be developed and filed with the State of California Water Resources Control Board with the requisite notifications. The SWPP shall provide details and locations of the erosion control measures that shall be implemented at the site.

Contractor shall install measures as necessary to limit the transport of soil outside the limits of the project to the volume and amount as existing prior to the commencement of construction. This condition shall be satisfied for the total anticipated construction period for the site. To preserve the integrity and capacity of the SWPP measures, Contractor shall inspect these structures at least once every 3 days and after rainfall events that exceed 0.5 inches (or greater, as required by the SWPP). Contractor shall provide bales, silt barriers, soil erosion stabilization, track-out pads etc., which shall be identified and illustrated in SWPP drawings to fully comply with the permit requirements prior to excavation activities.

2.3. Other Working Conditions and Accommodations

2.3.1. Dust Control and Air Monitoring

During onsite work, Contractor shall perform perimeter, activity based, and personnel dust monitoring to protect workers, park visitors, and surrounding community from potential exposure to arsenic and lead in construction generated dust. Additionally, the Contractor shall implement air and meteorological monitoring strategies and dust suppression methodologies during the removal action. For all tasks, soil shall be processed in compliance with the SWPP and in a controlled manner to minimize generation of dust. If determined necessary, soil processing activities may require application of water to reduce the level of dust generated from these activities. If sprinkling is used, a sufficient amount of equipment and competent workers shall be onsite to perform specified dust control sprinkling operations. Dust control shall be performed whenever a dust nuisance or potential hazard occurs per the SWPP. MT2 shall provide dust suppression by applying water using an MT2 water truck with sprayers during MT2 tasks. Supplied water will also be used as needed for decontamination of personnel and equipment per project plans.

Contractor's crew shall wear Level D equipment, which includes hardhat, safety glasses, and steel-toed work boots. This level of personal protective equipment (PPE) complies with the OSHA permissible exposure levels.

Contractor shall perform air monitoring to:

- a. Identify and measure air contaminants generated during soil excavation, screening, and loading; and identifying appropriate personal protective equipment (PPE) and respiratory protection measures.
- b. Implement safety provisions and equipment specified for construction activities based on these

measurements.

- c. Provide feedback to site personnel regarding potential hazards from potential exposure to metals in dust generated during excavation, screening, and loading activities.
- d. Identify and measure air contaminants at points outside of areas of soil excavation, screening, and loading activities and outside of work exclusion zones through perimeter air monitoring, activity-based dust monitoring by use of a real-time dataRAM (or similar device) and provide activity-based, 8-hour, time-weighted air monitoring for lead during any time period when impacted soil is moved as described in Section 5.3 of the RAW.

2.3.2. Environmental and Biological Monitoring

Environmental monitoring shall serve to verify that existing administrative and engineering controls are providing appropriate protection to human health and the environment. Bioavoidance measures shall be taken by Contractor to prevent adverse effects on identified ecological receptors from potential exposure to elevated concentrations of lead and other metals at the Site. The Contractor shall implement exclusion flagging and fencing of areas identified by the Contractor's specialist that require protection during site preparation and construction activities, and shall ensure field personnel are properly trained and aware of those flagged areas, to ensure awareness. Contractor shall conduct biological monitoring, as needed, throughout construction as described in Appendix F of the RAW. This may include moving sampling locations, or ensuring proper record keeping, among other duties.

2.3.3. Cultural and Archeological Monitoring

Contractor shall accommodate access for the Native American Monitor and protection of identified cultural/archeological finds made during removal tasks. Contractor excavation is scheduled to occur as an initial task to accommodate the Native American Monitor.

In the event of the accidental discovery of any human remains during ground disturbing activities, excavation or disturbance of the site or any nearby area shall stop immediately and the County Coroner notified to determine its origin. The coroner will determine disposition within 48 hours. If the remains are Native American, the coroner will be responsible for contacting the NAHC within 24 hours. The NAHC will identify and notify the person(s) who might be the most likely descendent (MLD) who will make recommendations for the appropriate and dignified treatment of the remains (Public Resources Code, section 5097.98). The descendants shall complete their inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the Site (CEQA Guidelines, CCR section 15064.5(e); HSC section 7050.5). Contractor understands that to the best of the County's knowledge, no known historical artifacts or human remains have been found at the site to-date. If an artifact is found, work will likely be able to resume while protecting and preserving the find. However, if work is completely stopped on the project in the case of a highly significant find such as human remains, Contractor's project liability for cost and schedule completion of the project shall be re-negotiated, in accordance with this Agreement's Special Conditions Section 2.32, "Justifiable Delays" and Section 2.38, "Changes in Work," via Contract Change Order to this Agreement.

If necessary, Contractor shall contract directly with Native American. If requested, this shall be paid for by the County via Contract Change Order to this Agreement.

2.3.4. Pre-Construction Kick-off and Initial Safety Meeting

Prior to initiation of site work, Contractor shall attend a Pre-construction Kick-Off and Initial Safety Meeting at the site with the County. Any deficiencies in the Contractor's SSHP shall be discussed and addressed at this meeting in addition to other project plans, and schedule. Contractor shall conduct daily safety briefings prior to initiating work each day. Project personnel shall sign the attendance roster for these meetings. Contractor's onsite personnel shall be 40-hour OSHA HAZWOPER, Supervisor, and 8-hour Refresher trained.

2.3.5. Progress Reporting

Contractor shall attend weekly progress report meetings on-site with the County, which shall occur

on Monday mornings. Contractor shall provide weekly progress reports to the County Project Manager summarizing specified tasks completed summarizing the amount of soils excavated, screened, treated, loaded, and transported and other specific tasks completed during the week. Contractor shall maintain files containing all submittals and Contractor shall provide these files in a final report upon completion of contract project tasks to the start of work each day.

2.3.6. Work Hours

All work shall be performed in accordance with this Scope of Work and RAW and contract schedule requirements. Contractor expects that work hours of 0700 to 1700 M-F will allow Contractor to work eight to ten hours per day.

2.4. Mobilization

Upon completion of pre-mobilization activities, receipt of County approval, and an on-site Pre-Construction and Initial Safety Meeting, Contractor shall mobilize onto the Site: required personnel (crew), all licensed and approved construction equipment, supplies and tools. Contractor shall set up: security/construction fencing and signage, processing areas, screening and treatment plants, establish stormwater pollution controls and best management practices, decontamination areas and onsite sanitary facilities. Contractor does not plan on providing an office trailer.

2.4.1. Site Preparation

- a. Site Access: Contractor shall establish site access, improve unpaved roads as needed for trucking, improve existing roads and truck holding area at Laird Park as needed, verify and upgrade power drop wiring as needed, install electrical service on existing power drop as needed, and provide lighting facilities and potable water facilities, establish laydown and work areas, conduct surveys and clearances, and establish stormwater control best management practices (BMPs).
- b. Work Areas and Support Areas: Contractor shall delineate and establish work areas, shaded rest areas, worker parking areas, and set up exclusion zones, decontamination/contamination reduction areas, support zones. In addition to security construction fencing these areas shall be clearly identified by barriers, barrier tape, and signage.
- c. Utility Clearances and Connections: Contractor shall perform utility clearances and establish connections from the utility source to the points of use. Contractor shall not make connections to any utility without first obtaining permission of the authority, agency or owner of respective utilities
- d. Power: There is an existing power pole with a transformer onsite. Contractor shall coordinate with the power utility to energize, install a meter, and connect to the nearby transformer as needed. Contractor is responsible for providing the necessary power for their operations.
- e. Sanitary and Chemical Toilets: Contractor shall provide sanitary facilities, including chemical toilets at the Site that conform to the requirements of Subpart D, Section 1926.51 of the Occupational Safety and Health Administration (OSHA) Standards for Construction.
- f. Water Supply: Contractor shall be responsible for coordinating usage of water supply wells with surrounding property owners or utilizing well water from a well at Laird Park. It is the responsibility of the Contractor to assess the well capacity, provide connections and fill stands, and provide water as needed for their operations. Contractor shall provide and set up a tower and truck with water for dust control sprinkling.
- g. Security and Access (restrictions to protect the Site from illegal access): Contractor shall assume care, custody, and control during all construction activities at the Site. Contractor shall protect the work and existing premises from theft, vandalism and unauthorized entry by initiating a security program and installing temporary fencing around the work area and employing un-armed security personnel 24/7. Signage and access restrictions, and un-armed security personnel shall prevent trespassing during site activities. Contractor shall maintain

the existing barrier gate across the access road to prevent vehicular entry.

- h. Signage: Contractor shall place signage indicating work zones, potential site hazards, and an emergency 24-hour contact phone number on existing gate and fencing.
- i. Vegetation Clearing: The County shall cut grass, weeds, brush and other vegetation to a height of 6 inches above the existing ground surface. Vegetation on the top and faces of the range berm and any other steep slopes will not be removed by the County. The soils in the root zone directly below the ground surface may be impacted by lead and shall not be removed by any clearing activities. The soil in the root zone shall be screened to remove roots and minimized inclusion with materials treated and disposed of off-site.

2.5. Soil excavation

There is an estimated 6,594 bank cubic yards (BCY) of soils from the front and back of the backstop berm above grade, range floor, and side berms and below grade areas of the backstop berm, and toe of the backstop berm, to elevations specified in the Scope of Work.

Prior to excavation, Contractor shall remove concrete debris from target stands on the former shooting range floor and side slopes truck loading area and dispose of these materials at an off-site Class III facility.

Contractor shall excavate soils from established grids using an appropriately-sized excavator to remove soils in 6-inch lift and 5 foot grids on the berm (or less to ensure grade control) from the grids within specified excavation areas. Contractor shall be responsible for maintaining grade control and will not be paid for excavation cuts deeper than the directed depth. Removed soils shall be placed into segregated stockpiles within the Pre-Screening Soil Stockpile Area. Soils from the different excavation areas shall remain segregated from each other in approximately 250 loose cubic yard (LCY) stockpiles. Contractor shall maintain soil stockpiles neatly with stable slopes, and in a well-drained condition to prevent ponding of water.

Each stockpile shall be identified in the field based on its grid and excavation area of origin and depth using color-coded flags and stakes/flags and stockpile number assigned upon its creation. Stockpiles shall be tracked as they are created and moved to processing area for screening, characterization, and/or treatment, loading for disposal, or replacement to the site. Stockpile tracking shall be documented in daily field logs indicating the origin, location, and disposition of each stockpile. The stockpiles shall be situated to prevent cross contamination between untreated soils and clean backfill soil and treated soils.

Contractor shall start excavations in the Front Side of the Backstop Berm, then proceed to complete excavations in the Toe of the Backstop Berm, Backside of the Backstop Berm, Side Berms, and Range Floor.

2.5.1. Excavation Confirmation

After initial excavation, Contractor shall conduct confirmation sampling to determine if removal of impacted soils meets RAGs. The confirmation sampling areas shall include sampling of former shooting range floor and toe of berm floor and sidewalls.

Contractor shall use a field GPS to monitor excavation depths for grade control. Once GPS measurements indicate that excavations have met project specifications, Contractor shall perform a post-excavation topographical survey to confirm that all surfaces of the excavation meet the specified elevations specified in the Scope of Work. If results of this post-excavation topographical survey indicate that the excavation does not meet specified elevations, additional excavation shall be performed and the excavation area resurveyed until the excavation meets the specified elevation.

After initial excavation is completed to specified elevations based on the post excavation topographical survey, Contractor shall also perform sampling of excavated surfaces (including the side walls for sub grade excavations) to confirm that remaining soils meet RAGs using one of its field X-Ray Fluorescence (XRF) instruments. Contractor shall collect one sample from the center and each quadrant of the 50-foot by 50-foot excavation grid floor and one sample from each side

wall for sub grade excavations and homogenize this sample for the XRF analysis of lead and arsenic.

If arsenic and lead concentrations from this sample are below RAGs, the excavation shall be considered complete. If arsenic and lead concentrations exceed the RAGs for either lead or arsenic in this sample, Contractor shall complete additional excavation, followed up re-sampling and XRF measurements until field XRF and laboratory confirmation sample concentrations are below RAGs for lead and arsenic. Any over-excavation beyond the proscribed excavation limits and subsequent screening, stabilization, and off-site disposal will be completed on a bank cubic yard basis under the Optional Price items in the Bid Schedule based on a before and after survey of the additional excavation.

Contractor shall submit 20% samples that are subjected to XRF analysis to an approved certified analytical laboratory for lead and arsenic as described in Section 5.2.7 of the RAW. Contractor shall develop a correlation between XRF measurements and laboratory results as early as possible to guide excavation activities.

Additional excavation based on the results of the XRF analysis beyond prescribed elevations shall be paid based on a bank cubic yard basis under the Add Alternates items in the Bid Schedule based on a pre- and final post excavation survey of the additional excavation. The AutoCAD Civil 3D or other similar method will be used to determine the additional quantities from the additional survey against the post excavation survey.

After completion of work activities, the County shall conduct confirmation sampling of the excavation area, sampling under stockpile areas, and screening, treatment, and loading areas. Arsenic and lead concentrations in all samples must be below RAGs. Any additional screening, stabilization, and off-site disposal of soils exceeding the RAGs under the stockpile areas, and screening, treatment, and loading areas are included as Add Alternate line items of the Bid Schedule.

2.6. Soil Screening

Soil from the pre-screening stockpile area shall be systematically moved to the Soil Screening Area. Contractor shall screen an estimated base quantity of 6,594 bcy of excavated soils to remove bullets, slugs, casings, and fragments greater than $\frac{1}{4}$ and ensure greater than 90% by weight of these materials are removed from processed soils in staged and tracked stockpiles. Soils from each excavation area shall be subjected to screening and lead removal separately once moved to the Soil Screening Area.

Contractor shall utilize a California EPA Air Resources Board PERP-registered multi-stage screening plants with tier 4 final diesel engines to separate lead from soils based on size, and "finish" the separation process using one of Contractor's proprietary pneumatic separation units to separate lead from like-size materials based on density. Water shall be added by Contractor to achieve lead dust control.

A SJVAPCD air permit is not expected to be needed because the site is non-residential, the disturbed area encompasses less than 5 acres, and earthwork will involve processing less than 2,500 CY per day over a minimum of 3 days.

Materials resulting from the separation process shall include:

- a. Fines: less than $\frac{1}{4}$ ";
- b. The bullet pile: bullets, bullet fragments, greater than $\frac{1}{4}$ inch screen size with similar size materials (gravel); and
- c. Oversize materials.

These materials shall be segregated in piles within the processing area based on their size. Materials in the "bullet pile" shall be further subject to a finishing step consisting of density separation using Consultant's proprietary PSU to remove the like-sized gravel and materials to produce the highest quality lead and steel penetrators that will command the highest recycling value.

Confirmation of lead removal success shall be performed as a quality control step by regular visual inspections of excavated surfaces to assess the presence of bullets and bullet fragments greater than $\frac{1}{4}$ ", hand sieving and weight measurement will also be employed. Based on the range usage and observations

of the backstop berm, it is expected that berm excavation will occur in 6" to 12" lifts and the exposed surfaces will be inspected for bullets and bullet fragments as the ground surface beneath each lift is exposed. Excavation to remove impacted soils for processing will continue in lifts until excavation depths indicated in the RAW are met.

Samples of unprocessed lead-impacted soil shall be collected from the berm faces before processing and then from the fines after processing. These samples shall be collected from each area/lift at a rate of one sample for each 500 CY to gage and document lead removal efficiency. Samples will be hand sieved and bullet and bullet fragment weights shall be recorded. Fines exhibiting lead removal percent below 90% will be re-processed, fines resampled and re-weighed until greater than 90% removal criteria is achieved. Contractor's proprietary separation systems and methods are proven to provide optimal lead recovery to meet stringent removal criteria at sites like the Santa Clara County Department of Parks and Recreation Field Sports Park and the San Diego County Sheriff's Office range in Miramar.

2.6.1. Lead Recycling

Removed lead bullets and bullet fragments shall be temporarily staged in 55-gallon drums on pallets within the secured work/processing area. Contractor shall coordinate and ship the containerized recovered lead to the most cost-effective licensed lead recycler, providing the County with the transport documentation and certificate of recycling. Lead will be weighed on certified scales and material weights logged and recorded. A Material Report shall be generated for each truck load and provided to the County. Contractor shall retain 100% of the value of the recycled lead to off-set project costs. Contractor shall provide the County with all weight tickets received throughout the duration of the project.

Contractor shall utilize a multiple tier screening system with a minimum mesh size of 0.25 inches and recover lead greater in size than the 0.004" California Scrap Metal Exemption so that a California Registered Hazardous Waste Transporter using a Uniform Hazardous Waste Manifest is not required for transporting the metal being recycled.

After screening, the materials from the different excavation areas shall be moved as follows:

- a. Soils originating from the Front Side of the Backstop Berm shall be moved to the Pre-treatment Soil Stockpile Area.
- b. Soils originating from the Side Berms shall be moved to the Truck Loading Area 1A for subsequent off-site disposal without treatment.
- c. Soils originating from the Backside of the Backstop Berm and Range Floors shall be moved to the Post Screening Soil Stockpile Area for subsequent replacement to the site.
- d. In addition, segregated concrete, wood, and general construction debris resulting from excavation and screening operations shall be moved to the Truck Loading Area #1A for subsequent loading, transport, and off-site disposal at a Class III facility.

2.7. Waste Characterization; Loading, Hauling, and Disposal

Contractor shall profile screened and untreated or treated soils and waste per disposal facility requirements and schedule and coordinate waste disposal with the selected Class I, Class II and Class III disposal facilities. It is the responsibility of the Contractor to characterize the soils for disposal as required for acceptance by the landfill. This shall include performing additional waste characterization sampling and analysis as needed based on the selected landfill acceptance requirements and the specific site information.

Following waste profile acceptance by the disposal facility, Contractor shall load and transport excavated soil to the appropriate waste disposal facility in accordance with Section 7 of the RAW.

2.7.1. Contractor shall load wastes from the site as follows:

- a. Segregated concrete debris from target stands, and segregated concrete, wood, and general construction debris resulting from excavation and screening operations characterized as Class III wastes from the Truck Loading Area #1A.
- b. Screened (untreated) soils characterized as Class II wastes from Truck Loading Area #1A.

- c. Screened (untreated) soils characterized as Class I wastes and RCRA Hazardous wastes from Truck Loading Area #1B.

2.7.2. Contractor shall transport screened soils as classified above to the respective identified landfills as follows:

- a. Class III wastes: Forward Landfill in Manteca, CA, operated by Republic Services
- b. Class II wastes: Forward Landfill in Manteca, CA, operated by Republic Services
- c. Class I Non-RCRA wastes: Kettleman Hills Landfill in Kettleman Hills, CA, operated by Waste Management; Buttonwillow Landfill in Buttonwillow, CA, operated by Clean Harbors.
- d. RCRA Hazardous wastes: Kettleman Hills Landfill in Kettleman Hills, CA, operated by Waste Management; Buttonwillow Landfill in Buttonwillow, CA, operated by Clean Harbors; Beatty, NV Landfill operated by US Ecology.

Contractor shall use the lowest cost option for disposing of Class I Non-RCRA and RCRA Hazardous Wastes, to ensure the best price for the County.

Contractor shall be responsible for all costs, fees, and taxes associated with disposal of all generated wastes at RCRA Hazardous, Class I and Class II disposal facilities and construction debris at a Class III disposal facility. The County will reimburse the Contractor at their unit price in accordance with the weigh ticket submitted from the disposal facility.

Contractor shall be responsible for scheduling and coordination of waste disposal with the Class I, II and III disposal facilities. Contractor shall be responsible for all trucking costs, including time from truck dispatch/yard to site, on site time, transport time, wait and disposal time at disposal facility, return time to site, and return time to truck point of dispatch or yard, whichever is further.

Contractor shall comply with DTSC requirements for hazardous and non-hazardous waste generation, temporary on-site storage, transportation, and disposal requirements. Within 90 days after generation, the RAC shall coordinate the transport of hazardous and non-hazardous waste with a registered hazardous waste hauler under a uniform hazardous waste manifest or non-hazardous waste bill-of-lading off-site for disposal.

A Transportation Plan, detailed in Section 7 of the RAW, is designed to facilitate safety standards on site, and to comply with Caltrans traffic control requirements, as applicable. The Contractor shall designate a responsible individual as a traffic/waste disposal coordinator to oversee traffic on site and disposition of waste leaving the Site. Health and safety information associated with loading and trucking operations shall be included in the Site-specific Health and Safety Plan (SSHP) prepared by the Contractor.

Contractor shall use a manifest to document each load of soil leaving the site. The County representative shall sign each manifest to track each load that departs the site, unless approval is otherwise provided in writing by the County. The truck driver shall sign the manifest to document he/she has received the load prior to departing the site. Once received at the landfill, the landfill/receiving facility shall sign the manifest verifying they have received each load. Signed manifests shall be collected by Contractor and provided each week as part of the project documentation and records. Each truckload shall receive a weight ticket from the landfill to document the weight in tons received.

Trucks used for transportation of wastes shall be covered with tarps. The trucks shall remain on clean haul roads; therefore, decontamination of trucks will not be required.

Site access roads shall be improved and include a track-out pad as indicated on the approved SWPP. A water truck shall be used to sprinkle water to control dust on haul roads and supply water to work areas, as needed.

Prior to departure from the site, the truck shall be inspected to ensure soil is within the inside of the bed of each truck. Additionally, each truck shall be covered prior to departure from the site. At the same time, Contractor shall issue a waste manifest. The use of the waste manifest shall provide documentation of proper disposal. Contractor shall also collect disposal facility weight ticket for each truckload. Contractor shall provide copies of the signed manifests and weight tickets to the County in the weekly report. This documentation shall be tracked through the onsite Transport and Disposal (T&D) log and included in the

daily/weekly report.

2.7.3. Site Traffic Control

Contractor shall coordinate traffic control in such a manner that at any given time, on-site trucks shall be in communication with the site traffic/waste disposal coordinator. During ingress/egress activities, safety practices shall be implemented by the site traffic/waste disposal coordinator to control traffic, such as the use of a flag person, static warning signs on West Grayson Road, pre-shift meetings with truck drivers, slow vehicle speeds, and open windows for instructional project communication (weather permitting).

2.8. Backfilling and Grading

Following completion of off-site disposal of untreated soils and excavation and stockpile/loading area confirmation sampling, the RAC shall conduct site restoration with the goal of returning the area to original conditions. Contractor shall utilize soils below RAGs from the Post-Screening Soil Stockpile Area as soil returned to the site for the following:

- a. Backfill and grade back stop berm toe excavations
- b. Backfill open pits caused by flooding
- c. Implement short-term stormwater bmp and erosion controls
- d. Repair potholes on all access roads from Laird Park leading to the site, and repair potholes and pavement on Laird Park paved roads and truck holding area.

The excavated areas shall be uniformly graded to maintain the general slope and drainage of the site without import of additional off-site backfill material. The finished surface will be left reasonably smooth, free from irregular surface changes, and compacted by equipment that is consistently capable of achieving 80 percent maximum density in accordance with the American Society for Testing and Materials (ASTM) D 15587 – Test Method for Laboratory Compaction of Soils Using Modified Effort. However, no compaction testing will be performed.

2.9. Site restoration

Following completion of off-site disposal of treated and untreated soils and excavation and stockpile/treatment/loading area confirmation sampling, Contractor shall complete site restoration with the goal of returning the area to original condition.

Contractor shall leave all developed access roads in place and in good shape upon project completion. Contractor will hand-seed, however, no guarantee on growth of grass is included in pricing.

2.10. Demobilization

Following completion of excavation activities, the RAC shall promptly remove from the site: construction equipment, screening and treatment plants, temporary construction fencing and facilities, removal of temporary utilities, removal of fill stands at supply wells, stormwater pollution controls, liners under stockpile, treatment, and decontamination areas, and sanitary facilities. Contractor shall transport and disposal of all demolition debris and waste in accordance with all federal, state, and local regulations.

Upon receipt of the County's confirmation that their final confirmation samples are below the RAGs and all designated soils have been transported to their respective landfills, Contractor shall notify the County and complete a final project completion task punch-list.

Final Project completion tasks on this last shall include (but is not limited to) removal of the site preparation items and SWPP measures, erosion control measures no longer required, remediation materials, and equipment from the site.

Contractor shall remove temporary facilities from the site. A general cleanup of the site shall be performed. Trash shall be disposed of as sanitary waste offsite. Equipment that contracted contaminated soils shall be decontaminated prior to release from the area. Decontamination shall be performed using brooms and shovels to brush or scrape soil materials from vehicles and equipment. Contractor shall ensure the site

meets general cleanup requirements and demobilize personnel, equipment, and remaining materials from the site. The improved clean access/haul road and track out pad rock may remain onsite for re-use by others. This material will not likely require offsite disposal.

Upon final walk-down and approval by the County that final project tasks are complete, Contractor shall demobilize from the site all personnel, equipment, and materials from the site.

2.11. Reporting

Within 30 calendar days of demobilization, Contractor shall provide the County PM an After Action Report. The After Action Report shall include (but not be limited to):

- a. Daily Field Reports, Access Records;
- b. Summaries of quantities excavated, screened, loaded, transported, and disposed;
- c. Field XRF screening data, correlation sampling results;
- d. Lead Recycling Certificates documenting dates, weights, and the recycler;
- e. Survey results and drawings from pre-, interim, and post removals as well as after remedial rough grading of site; and
- f. Photo logs, if requested.

3. **Required Plans and Deliverables**

Contractor shall submit the following plans and deliverables:

- a. Amendments to RAW including the Sample Analysis Plan(if required)
- b. Site Health and Safety Plan
- c. Stormwater Pollution Prevention Plan (SWPP)
- d. Daily Field Reports
- e. Project Schedule
- f. After Action Report, providing; volumes, quantities, disposal, field XRF screening data, correlation sampling results, waste classification sampling results, survey drawings for after remedial rough grading of site.

4. **Schedule Requirements and Major Milestones**

Following the issuance of a notice to proceed, the RAC shall achieve the following milestones by the listed day:

- a. Submit required certifications, insurance, bond, and other administrative documents 14 calendar days following notice to proceed
- b. Project Schedule 14 calendar days following notice to proceed
- c. Pre-Construction Submittals (Amendments to the RAW or SAP/QAPP, SWPP, Permits, Site Health and Safety Plan, including the Transportation Plan) 21 calendar days following notice to proceed
- d. Mobilization of equipment and personnel calendar 30 calendar days following notice to proceed and submittal of all plans and documents
- e. Demobilization calendar 90 days following notice to proceed
- f. After Action Report 30 calendar days after demobilization.

5. **Project Assumptions**

- a. Contractor's pricing does not include onsite treatment cost.
- b. Notification for screening plant is only required to San Joaquin Valley Air Pollution Control District.
- c. SWPP Plan and Permit shall require seeding or soil stabilization; Contractor shall perform hand-seeding, with no guarantee for growth of grass.
- d. If artifacts are found and delay the work, it shall be considered a Justifiable Delay, as stipulated in this Agreement's Special Conditions Section 2.32, "Justifiable Delays" and Section 2.38, "Changes in Work".
- e. Add alternate pricing shall be applicable to additional quantities above the base quantities.
- f. Contractor anticipates using Waste Management Kettleman Landfill and/or Clean Harbors Butterwillow Landfill.

6. **Representative**

The County's Project Manager is Merry Mayhew, Stanislaus County Parks and Recreation Assistant Director, (209) 534-6370.

7. Site Availability

The site hours of availability for project shall be at a mutually agreed upon time between County and Consultant.

**EXHIBIT C
REVISED FEE SCHEDULE (PRICING)**

FOR

**RFP NAME: SOIL REMOVAL ACTION AND STABILIZATION FOR GRAYSON ROAD FORMER FIRING RANGE
RFP NO. 18-34-AS**

The work for which this proposal is submitted is for construction in conformance with the RFP, Special Conditions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans attached hereto (Exhibit A, and Exhibit D), including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Item Total.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sum required by Section 3.7 and 3.8 of the RFP, with surety satisfactory to the COUNTY OF STANISLAUS, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

RFP Pricing Inclusions:

- a. Any project exceeding \$1,000.00 in labor shall be considered prevailing wages and must be bid as such. Bidder shall include pricing for Prevailing wage, as determined by the California Labor Relations Board.
- b. Bidder shall include pricing for mobilization, freight and applicable sales taxes.
- c. Bidder shall include pricing for obtaining any necessary permits.
- d. Bidder shall include pricing for Performance Bond and Payment Bond in 100% of cost of project.
- e. Bidder shall carefully review the Insurance Requirements included as Exhibit B to this RFP and include all cost for securing the required insurance in their bid.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the County as therein set forth, and that he will take in full payment therefore the following prices, to wit:

Pricing shall be determined based on the total Base Bid Amount listed below (the Base Bid), and not on the basis of the below listed Additive Alternates.

BASE BID - BID SHEET

Item	Description	Quantity	Unit	Unit Price	Extended Price
1	MOBILIZATION: Including but not limited to, the SWPP, Work Plan, Site Safety and Health Plan, all equipment rental, equipment mobilization, site set-up, security, safety equipment, utility service, office trailer, office field supplies, etc.	1	LS	\$99,334	\$99,334
2	SITE PREPARATION: Including, but not limited to, all labor, equipment and materials to perform biological monitoring, flagging, clearing and grubbing, finish grading for roadway, treatment, and stockpile area (grade subgrade for base course), temporary road installation, and decontamination pad (grading, berm, geotextile fabric).	1	LS	\$142,650	\$142,650
3	SOIL EXCAVATION INCLUDING CONFIRMATION SAMPLING*: Including, but not limited to, all labor, equipment, and materials to perform excavation (Firing Berm Excavator and Dozer, 2,000 Gallon Water Truck and Driver), air monitoring (includes dust monitoring, air sampling, lead analysis), and confirmation sampling	6,594	CY	\$19.79	\$130,495.26
4	SOIL SCREENING*	6,594	CY	\$31.35	\$206,721.90
5	SOIL STABILIZATION: Stabilization Federal RCRA Hazardous Waste	1	LS	\$0.00	\$0.00

6a	CLASS 2 – WASTE CHARACTERIZATION, LOADING, TRANSPORT AND DISPOSAL**	281	TONS	\$75.30	\$21,159.30
6b	CLASS 1, NON-RCRA – WASTE CHARACTERIZATION, LOADING, TRANSPORT AND DISPOSAL**	4,498	TONS	\$155.71	\$700,383.58
6c	RCRA HAZARDOUS WASTE – WASTE CHARACTERIZATION, LOADING, TRANSPORT, AND DISPOSAL**	777	TONS	\$286.78	\$222,828.06
7	BACKFILLING AND GRADING*	2,890	CY	\$7.49	\$21,646.10
8	SITE RESTORATION	1	LS	\$19,131	\$19,131
9	DEMOBILIZATION: All labor, equipment, and materials to demobilize from site, including, but not limited to, After Action Report, equipment Demobilization (Dozer, loader, excavator, etc.), and take-down.	1	LS	\$24,602	\$24,602
TOTAL BASE BID:					\$1,588,952
<p>*Contractor shall have a surveyor on-site to check grade and calculated final quantities. Payment for final quantities shall be based on the Surveyor's final calculations.</p> <p>**Weight tickets from corresponding Landfill shall be used for verification of tons disposed and Contractor shall be reimbursed in accordance with the weight tickets and the unit price listed above.</p>					
<u>ADD ALTERNATES</u>					
Optional Bid Items in excess of initial excavation limits. Pricing here shall include all labor, materials, equipment, site management, etc. No additional costs will be allowed above what Contractor quotes in the Unit Price below.					
Item	Description	Quantity	Unit	Unit Price	Extended Price
003A	Soil Excavation	660	CY	\$19.79	\$13,061.40
004A	Soil Screening	660	CY	\$31.35	\$20,691
005A	Soil Stabilization	0	CY	\$0	\$0
006a	Waste Characterization, Loading, Transport, and Class II Disposal	28	TONS	\$75.30	\$2,108.40
006b	Waste Characterization, Loading, Transport, and Class I Non-RCRA Disposal	450	TONS	\$155.71	\$70,069.50
006c	RCRA Hazardous Waste Disposal	78	TONS	\$286.78	\$22,368.84
007A	Backfilling and Grading	289	CY	\$7.49	\$2,164.61
TOTAL ADD ALTERNATES					\$130,463.75
TOTAL CONTRACT NOT-TO-EXCEED AMOUNT					\$1,719,416

LS – Lump Sum
CY - Cubic Yards



DEPARTMENT OF PARKS AND RECREATION
 3800 Cornucopia Way, Suite C, Modesto, CA 95358
 Phone: (209) 525-6700
 Fax: (209) 525-6773

AMENDMENT NO. 1

TO

**STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT
 WITH
 TETRA TECH, INC.**

This Amendment No. 1 to the Professional Design Services Master Agreement (“Amendment No. 1”) by and between the County of Stanislaus (“County”) and Tetra Tech, Inc. (“Consultant”) is made and entered into on September 11, 2018.

Whereas, the County and Consultant entered into a Master Agreement for Professional Design Services dated September 25, 2017 in the amount of \$244,492 (“the Agreement”); and

Whereas, Paragraph 7.20 - Amendments of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties; and

Whereas, the County has a need to increase funding to this Agreement by an additional \$48,547, in order to allow for soil screening support during Phase II of Grayson Road Firing Range Clean-Up Project; and

Whereas, this amendment is for the mutual benefit of County and Consultant;

Now, therefore, the County and Consultant agree as follows:

1. Section 2 Compensation and Billing, Item 2.1- Compensation of the Agreement is amended to read as follows:

“Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “C”, attached hereto and made a part of this Agreement (the “Fee Schedule”). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant’s employees or subcontractors at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant’s compensation under this Master Agreement shall in no case exceed **Two Hundred Ninety Three Thousand, Thirty Nine Dollars (\$293,039.00)**. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.”

2. Exhibit C Fee Schedule Item 4 Summary breakdown of the Project fees shall be amended to read as follows:

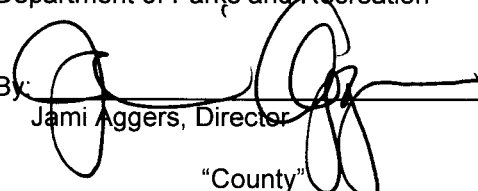
TASK	TASK DESCRIPTION	MAXIMUM TOTAL TASK PRICE
1.1	Interim Removal Action Workplan	\$50,928.80
1.1.1	Topographical Survey	\$9,361.30
1.1.2	Pre-Removal Design Investigation	\$12,850.00
1.1.3	Estimate of Cost for Removal Action	\$10,178.75

TASK SUMMARY CONTINUED		
TASK	TASK DESCRIPTION	MAXIMUM TOTAL TASK PRICE
1.1.4	PM and Meetings	\$16,302.60
Subtotal Task 1.1		\$99,621.45
1.2	Public Participation iRAW	\$0.00
1.2.1	Support 2 Public Meetings	\$8,613.55
1.3	Bid Support Services, Implementation of iRAW	\$15,840.00
1.4	Additional Optional Services	\$6,954
1.5	Mobilization/Demobilization, Geophysical Survey, and Data Processing	\$32,970
1.6	Geophysical Survey Report	\$5,636
Total Task 1 – Phase 1		\$169,635.00
2.1	Removal Action Construction Oversight	\$56,075
2.2	Closure Investigation Sampling	\$20,184.00
2.3	Preparation of Removal Action Completion Report	\$40,340.00
2.4	Additional Optional Services	\$6,805.00
Total Task 2 – Phase 2		\$123,404
PROJECT TOTAL		\$293,039.00

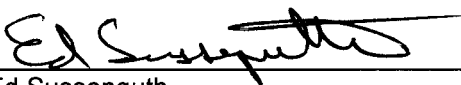
3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jami Aggers, Director
"County"

TETRA TECH, INC.

By: 
Ed Sussenguth
Operations Manager
"Consultant"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Amanda Dehart, Deputy County Counsel

Database	FMSDBPRD.CO.STANISLAUS.CA.US.PROD	DO NOT CHANGE
Balance Type	Budget	DO NOT CHANGE
Data Access Set	County of Stanislaus	DO NOT CHANGE
Ledger	* List - Text: County of Stanislaus	DO NOT CHANGE
Budget	List - Text: LEGAL BUDGET	DO NOT CHANGE
Category	* List - Text: Budget - Upload	DO NOT CHANGE
Source	* List - Text: CEO AJ	
Currency	* List - Text: USD	DO NOT CHANGE
Period	List - Text: SEP-18	ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
Batch Name	Text:	
Journal Name	Text: JV CEO100905	
Journal Description	Text: Increase Appropriations For Laird Park Clea	
Journal Reference	Text:	
Organization	List - Text: Stanislaus Budget Org	DO NOT CHANGE
Chart Of Accounts	Accounting Flexfield	DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text	
O	2135	0035714	46600	0000000	000000	000000	000000		2,200,000	Operating Trnsfr In	
O	2135	0035714	50120	0000000	000000	000000	000000	52,200		Personal Service Cont	
O	2135	0035714	61830	0000000	000000	000000	000000	2,147,800		Major Alt and Repairs	
O	0100	0016091	85850	0000000	000000	000000	000000	2,200,000		Operating Transfer Out	
O	0100	0016091	61830	0000000	000000	000000	000000		200,000	Major Alt and Repairs	
									4400000	2400000	Totals:

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Create Budget for Laird Park Clean Up(Fund 2135): 52,200 to personal service contracts (Acct 50120), 2,147,800 to Major Alterations and Repairs (Acct 61830).
 Transfer in to Fund 2135 2,200,000 from CEO County Facilities 0100.0016091. Use 200,000 appropriations from CEO County Facilities Major Alterations and Repairs (Acct 61830)
 Remaining 2,000,000 unappropriated funds from an assignment of fund balance in the General Fund.

Requesting Department		CEO	Data Entry	Auditors Office Only
ANDY JOHNSON	Patrica Hill Thomas			Brenda Kiely
Prepared by	Supervisor's Approval	Keyed by	Prepared By	Approved By
9/5/2018	9/7/2018			9/7/2018
Date	Date	Date	Date	Date



DEPARTMENT OF PARKS AND RECREATION

3800 Cornucopia Way, Suite C

Modesto, CA 95358

Phone: (209) 525-6770

Fax: (209) 525-6773

PROJECT SCOPE OF WORK

Project No. 18-001

PHASE II: OVERSIGHT SUPPORT, CLOSURE INVESTIGATION SAMPLING AND PREPARATION OF REMOVAL ACTION COMPLETION REPORT

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Consultant under this Project Scope of Work (hereinafter referred to as "PSW") shall be subject to the terms and conditions set forth in the *Professional Design Services Master Agreement* made and entered into by and between the County of Stanislaus ("County") and Tetra Tech, Inc. ("Contractor"), on September 25, 2017.

B. Scope of Work

The Consultant shall provide services under the Master Agreement and this P.S.W. as set forth in the Master Agreement Exhibit A and the following:

1. The Phase II PSW includes professional services for tasks necessary to accomplish the project objective of obtaining a NFA determination for unrestricted use of the site. Tasks to be performed during this phase of work include removal action construction oversight support, post removal action closure investigation sampling to evaluate the effectiveness of remediation once completed, and preparation of the final RACR detailing the activities performed during the cleanup, results of confirmation and closure investigation sampling, and a request to the DTSC for NFA determination.

1.1. Task 2.1 – Pre-Excavation Sampling Oversight

Consultant developed the draft Removal Action Workplan (RAW) during Phase I of this project, to evaluate arsenic and lead-impacted soils that pose a threat to human health and the environment. The draft RAW presented a recommended removal action alternative consisting of excavation, screening, on-site stabilization and disposal of soil as Class II non-hazardous, along with site regrading and erosion control. The recommended removal action alternative did not include disposal of Class I hazardous or Resource Conservation Recovery Act (RCRA) hazardous wastes.

The County subsequently issued a Request for Proposal (RFP), seeking proposals from qualified removal action contractors. The County ultimately selected and awarded the contract to Metals Treatment Technologies (Contractor). A component of the RFP required removal action contractors to perform a treatability study to verify soil stabilization meeting Class II non-hazardous waste disposal criteria could be achieved. The Contractor proposed no on-site stabilization or treatment, citing cost, schedule, and risk concerns. Instead, the Contractor provided an alternate cost for disposal of RCRA hazardous waste. Based on the proposal provided by the Contractor, the removal action cost is highly dependent on soil segregation and disposal as RCRA hazardous, Non-RCRA Class I hazardous, and Class II non-hazardous waste.

1.1.1. Consultant shall assist the County with the following objectives:

- a. Pre-characterize excavation soils within subdivided areas to determine approximate lead concentrations.

- b. Provide oversight of the Contractor to segregate and stockpile soils having similar lead concentrations and waste disposal requirements.
- c. Optimize waste disposal volumes and quantities for RCRA hazardous, non-RCRA Class I hazardous, and non-RCRA Class II non-hazardous wastes
- d. Minimize overall waste disposal costs.

1.1.2. Approach

Consultant shall provide soil screening support as follows:

- a. Develop numerical field screening criteria to pre-characterize lead-impacted soils. Existing data collected from the pre-investigation sampling effort performed in October 2017 shall be used to identify approximate lead concentration ranges to correlate XRF concentrations with laboratory analytical data. This effort is expected to be done prior to the start of excavation.
- b. Determine appropriate grid sizing and orientation based on Contractor's planned excavation extents per day. Each grid section to be sized for approximately 10 cubic yards of soil. Each grid section to utilize a unique field naming convention for tracking.
 - i. Multiple vertical grid sections and lifts shall be required on the range floor and at the berm since excavation extends deeper than 1-foot.
- c. Identify the center of each grid section with a single wooden stake or flag, labeled with the unique field name assigned to the grid section. Use a handheld ground positioning system (GPS) to collect the coordinates of the center of each grid section.
- d. Perform XRF field screening to determine lead concentrations within grid sections prior to excavation of soil from each grid.
 - i. Collect four subsamples from each grid section.
 - ii. Blend four subsamples into a single soil sample.
 - iii. Sieve soil with #10 sieve to remove bullets and fragments.
 - iv. Use XRF to collect two to three XRF measurements per soil sample.
- e. Identify grid sections that contain elevated lead concentrations based on XRF measurements. Provide XRF concentrations for each of the grid section to Contractor on a daily basis. It will be left up to Contractor to determine appropriate segregation and stockpiling of soils.
- f. Collect split soil samples from 20 random grid sections and submit for laboratory analysis to corroborate laboratory concentrations with XRF concentrations. Soil samples to be submitted on a rush 24-hour turn-around time and analyzed for total lead.

1.1.3. Assumptions

- a. Field soil screening is not meant to control the means and methods of Contractor. Contractor shall ultimately be responsible for excavation, segregation, stockpiling, characterization, transportation, and disposal of soil.
- b. Field soil screening approach, including grid sizing, may need to be adjusted to maintain a similar productivity as Contractor. Tetra Tech shall notify the County if changes to the field soil screening approach are needed as work progresses.
- c. Task 2.1 is based on two people from Consultant's firm for the first 5 days, and one person for the remaining 10 days (for a total of 15 days on-site), averaging 12-hour work days (including travel). Time for field preparation, equipment and laboratory procurement, and data handling included in Task 2.1.

- d. Consultant to mobilize to the site prior to Contractor beginning excavation. Consultant shall perform initial field screening of range floor and berm surfaces to allow Contractor to begin excavation with XRF measurements of range and berm surfaces.
- e. Field soil screening of the back side of the berm is not included.
- f. Oversight of Contractor (health and safety, air monitoring, general scope of work, etc.) is not included.
- g. Assume soils are dry and soil moisture does not impede collection of XRF measurements.
- h. This proposal is only for pre-characterization of soils prior to excavation and does not include confirmation sampling to verify removal action goals (RAG) are met.
- i. Final reporting of the field soil screening support is not included in this proposal. Rather, reporting of XRF measurements and laboratory data will be included in the post-removal action report.

1.2. Task 2.2 – Closure Investigation Sampling

1.2.1. Following removal of the soil, the Consultant shall conduct Closure Investigation Sampling in accordance to the Sample and Analysis Plan prepared as part of the iRAW. The objective of the Closure Investigation Sampling is to confirm that the removal of impacted soils has reduced metal levels such that the site does not pose a risk to human health for unrestricted use or to the environment. The closure investigation shall include a combination of laboratory analytical and XRF analyses across the entire site in a grid-like fashion, as well as biased sampling, to assess specific site features and site transport mechanisms. The Consultant shall provide a conceptual sampling design for preparing this tasks corresponding cost estimate. The final sampling design will be determined at completion of the Sampling and Analysis Plan in the iRAW. The cost estimate for this task may be modified to reflect changes from the conceptual sampling design.

1.2.2. Assumptions

- a. Overall, assume (4) 10 hour days for 2 each in field, 4 hours 2 each for travel RT, 8 hours field prep.
- b. The sample design (Sampling Design Table) shall be finalized after receipt of DTSC comments on draft RAWP. A separate SAP shall not be prepared.
- c. XRF Analyzer with 20% confirmation as baseline will result in 32 fixed samples.
- d. Consultant shall provide a full Data Package (CLP-Type Package).
- e. If samples are too moist, XRF Analyzer will not work. There are no provisions for drying.
- f. Analytical costs shall be based on 32 samples. If all of the samples require submittal to a fixed analytical laboratory, then additional sampling costs shall be required.
- g. Analytical samples include Firing Range potential chemicals of concern limited to lead, arsenic, antimony, copper, tin, zinc, and iron.
- h. See Table below for sampling design and assumptions.

Sampling Design Table					
Area of Interest	Number of Locations	Sample Depth	Number of XRF Samples	Number of Lab Correlation Samples	Rationale
Range Floor	35	Surface, 12 inches	70	14	Range floor is relatively intact after flooding. Target lines are still visible on range floor. Layout a 50 by 50 foot grid over 200 by 300 foot range floor. Sample at surface and a depth of 1 foot bgs using a hand auger. Measure lead and other metals in soil samples in the field using XRF Analyzer. Prepare 20 percent of samples for laboratory analysis to confirm and correlate with XRF Analyzer measurements. Use low level analytical method for metals of ecological concern to support ecological risk assessment.
Flood Flow Path in Front of Berm	8	Surface, 12 inches, 24 inches	24	5	Review of August 2006 and later aerial photographs identified flood scour at toe of backstop berm and a flood channel to the north and northwest of the berm and range floor. Samples proposed every 100 feet along the 700 foot channel flow path to assess potential migration of contaminated soils and bullets along the channel path. Sample at surface and depths of 1 and 2 feet bgs using a hand auger. Measure lead and other metals in soil samples in the field using XRF analyzer. Prepare and submit confirmation samples as described above to support ecological risk assessment.
Flood Flow Path Behind Berm	12	Surface, 12 inches, 24 inches	36	7	Review of August 2006 and later aerial photographs identified a flood channel on the backside of the berm and to the northwest of the berm. Samples proposed every 100 feet along the 1,200 foot channel flow path to assess potential migration of contaminated soils and bullets along the channel path. Sample at surface and depths of 1 and 2 feet bgs using a hand auger. Measure lead and other metals in soil samples in the field using XRF analyzer. Prepare and submit confirmation samples as described above to support ecological risk assessment.
Area Background	2	Surface, 12 inches, 24 inches	6	6	Background samples are proposed at two locations in the floodplain upstream of the site to document naturally occurring levels of metals in soils. Establishment of background is important to provide a context for additive ecological risk at the site. Sample at surface and depths of 1 and 2 feet bgs using a hand auger. Use low level analytical method for metals of ecological concern to support ecological risk assessment.

1.3. Task 2.3 –Preparation of Removal Action Completion Report

- 1.3.1. The Consultant shall prepare a RACR for submittal to DTSC. The objective of the RACR is to summarize the removal action, present the closure investigation, document any residual risk, and submit a request for closure of the site and NFA determination. The Removal Action Completion report shall contain the following elements:
 - a. Introduction – States the purpose of the report. Introduces the site, location, and history. Summarizes site background, hydrogeologic and hydrologic conditions, previous investigations, nature and extent of contaminants, and screening level risk assessment findings. Identifies and outlines the key elements of the report.
 - b. Public Participation – Describes the public participation activities associated with the cleanup action.
 - c. Site Preparation Activities – Describes the major activities used to prepare the site for the removal action (e.g. staking or flagging of removal areas, habitat and sensitive plants, permits obtained, screening process).
 - d. Excavation and Screening Activities – Describes the major activities including clearing and grubbing; waste excavation, screening, and loading; waste soil and metal fragment disposition; and site restoration.
 - e. Closure Investigation – Describes the closure investigation sampling methodology, field and laboratory results, QA/QC evaluation, interpretation of the sampling results, statistical summary of the metals results, and a revised SHHRA and SLERA for site closure consideration.
 - f. Waste Characterization and Disposal – Presents the data used to profile the stockpiles. Discusses how the data were interpreted to select the disposal option. Discusses the disposal of excavated soil, any debris, and other metal fragments. Provides evidence of waste disposition.
 - g. Field Variances – Discusses field variances that occurred during excavation activities.
 - h. Air Monitoring – Presents and discusses air monitoring results collected during the excavation activities.
 - i. Request for NFA – Documents attainment of RAOs and RAGs, presents findings of follow-on SLHHRA and SLERA, confirms no other exposure pathways exist and that NFA is warranted.
 - j. Summary and Conclusions – Summarizes the excavation activities and indicates whether the cleanup objectives were fully met.
- 1.3.2. The RACR deliverables shall include:
 - a. Four (4) internal draft copies for review and comment by the County,
 - b. Four (4) draft RACR copies, which will incorporate County comments, and be provided to the DTSC for review and comment, and
 - c. Four (4) final RACR copies, which will incorporate DTSC's comments.
- 1.3.3. The final RACR shall be distributed to DTSC and to the public information repository. A compact disc containing the native and pdf files for each deliverable shall be included with the hard copy reports for County records.

1.3.4. Assumptions

- a. RACR shall include the results of the closure investigation and remaining human risk and eco risk assessment of the site.
- b. The price assumes a single submittal and review of the RACR to the agencies. The price does not include additional sampling if required to meet no further action and/or multiple reviews and revisions of the report.

1.4. Task 2.4 - Additional Optional Services

At discretion of the County, the Consultant shall perform additional services as needed to complete this project. Additional work performed shall be billed on a time and materials basis based on Consultant's current rate sheet (see Exhibit C to Master Agreement). Consultant must provide written details and receive written approval of any additional services that are performed. The amount budgeted for additional optional services shall not exceed \$6,805.

C. Compensation

Consultant will be compensated for the services described herein in accordance with Section 2.0 of the Master Agreement, Exhibit C – Fee Schedule to the Master Agreement, and Exhibit 1 to this Project Authorization. The maximum amount to be paid by the County for services provided under this P.S.W. shall not exceed **One Hundred Twenty-Three Thousand, Four Hundred and Four Dollars (\$123,404.00)**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this PSW. A detailed breakdown of the Fee Schedule for this Project is included in Exhibit 1, attached hereto and incorporated herein by this reference.

1.1. Price Schedule

The not to exceed total for this Project Authorization consists of the following tasks:

Task	Title	Amount
Task 2.1	Pre-Excavation Sampling Oversight	\$56,075
Task 2.2	Closure Investigation Sampling	\$20,184
Task 2.3	Preparation of Removal Action Completion Report	\$40,340
Task 2.4	Additional Optional Services	\$6,805
Total Not to Exceed Fee for Phase 2		\$123,404

- 1.2. Consultant shall be able to modify the task and subtask budgets and staffing allocations based on need, however, the overall total budget shall not be modified.
- 1.3. Consultant shall be able to use staff not specifically outlined in the below Detailed Cost Proposal to perform work on this project, so long as the key task managers and Project Managers remain the same as described in the proposal. Staff members not specifically outlined in the below Detailed Cost Proposal must be billed in accordance with the Hourly Rate Schedule provided above, and the cost for their time must not surpass the not-to-exceed dollar amount of the Task they are assigned to, nor the total not to exceed dollar amount of this Agreement. Any modification of senior staffing is subject to County approval prior to any work being performed by the alternative senior staff member.
- 1.4. Consultant shall be able to request modification/reallocation of any of the task budgets outlined in the below Detailed Cost Proposal. Consultant shall provide a written request that briefly describes the reason for the modification and how it benefits the project. Any modification/reallocation in budget between Tasks is subject to County approval prior to any additional work being performed. In no case shall spending exceed the not to exceed dollar amount of this Agreement.

1.5. Detailed Cost Proposal included as Exhibit 1.

D. Prevailing Wage

Consultant 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 Consultant shall be required to pay not less than said prevailing rates. Consultant is required to post a copy of these prevailing wage rates at the job site.

Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Consultant shall pay all workers 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 this Agreement. The Consultant shall post a copy of these prevailing wage rates on the job site.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. No Consultant or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No Consultant or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONSULTANT HEREBY ATTESTS THAT CONSULTANT AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all Consultants performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said Consultants submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

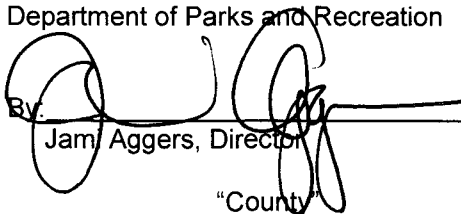
PAYROLL RECORDS. Pursuant to and in accordance with the provisions Labor Code section 1776, the Consultant shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

E. Term of Project Authorization

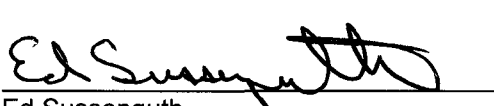
The term of this PSW shall commence as stated in the Project Notice to Proceed and continue until all services described herein are completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Project Scope of Work, Project No. 18-001 to be executed by and through their respective authorized officers:


COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jam Aggers, Director
"County"

TETRA TECH, INC.

By: 
Ed Sussenguth
Operations Manager
"Consultant"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Amanda Dehart, Deputy County Counsel
Project No. 18-001

**EXHIBIT 1
TABLE 1: DETAILED FEE SCHEDULE: PHASE TWO**

TITLE	HR. RATE	Task 2.1 Removal Action Oversight		Task 2.2 Closure Investigation Sampling		Task 2.3 Preparation of RACR		PHASE TWO TOTALS	
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
Engineer – Senior	\$170					8	\$1,360	8	\$1,360
Engineer – Staff	\$130	75	\$9,750					75	\$9,750
Engineer – Junior	\$90	222	\$19,980	48	\$4,320	96	\$8,640	366	\$32,940
Scientist – Senior	\$165					10	\$1,650	10	\$1,650
Scientist – Mid-Level	\$140	8	\$1,120	32	\$4,480	112	\$15,680	152	\$21,280
Scientist – Staff	\$115					24	\$2,760	24	\$2,760
Principal Consulting PM	\$215	8	\$1,720	2	\$430	8	\$1,720	18	\$3,870
Senior Project Manager	\$165	8	\$1,320	2	\$330	8	\$1,320	18	\$2,970
Contract Manager	\$135	4	\$540	4	\$540	4	\$540	12	\$1,620
Procurement Specialist	\$95	4	\$380	4	\$380			8	\$760
Database Specialist	\$80					16	\$1,280	16	\$1,280
GIS Analyst	\$75					24	\$1,800	24	\$1,800
CADD Operator	\$90					20	\$1,800	20	\$1,800
Clerical	\$65	12	\$780			16	\$1,040	28	\$1,820
Labor Subtotal		341	\$35,590	92	\$10,480	346	\$39,590	779	\$85,660
SUBCONTRACTORS									
Analytical Laboratory* (See Table 2)			\$600		\$1,960				\$2,560
Markup (10%)			\$60		\$196				\$256
Subcontractor Subtotal			\$660		\$2,156				\$2,816
EQUIPMENT RATES									
Equipment Rental**(See Table 3)			\$16,160		\$5,870				\$22,030
Equipment Rate Subtotal			\$16,160		\$5,870				\$22,030
ODC and TRAVEL	Cost								
Shipping (equipment)	\$200	4	\$800						\$800
Shipping (other)	\$25	10	\$250	12	\$300				\$550
Reproduction	LS						\$750		\$750
Per Diem	\$142	16	\$2,272	9	\$1,278				\$3,550
Fuel Generator, Rental Car	LS		\$343		\$100		\$		\$443
ODC Subtotal			\$3,665		\$1,678		\$750		\$6,093
TASK SUBTOTALS			\$56,075		\$20,184		\$40,340		\$116,599
ADDITIONAL OPTIONAL SERVICES									\$6,805
GRAND TOTAL									\$123,404

***TABLE 2: ANALYTICAL COST ESTIMATE**

Description		Task 2.1 Removal Action Oversight				Task 2.2 Closure Investigation Sampling				TOTAL
Constituent	Matrix	Unit Cost	Turn Around Time Markup	Units	Cost	Unit Cost	Turn Around Time Markup	Units	Cost	
Metals (lead only)	Soil	\$15	100%	20	\$600					\$600
Metals	Soil					\$49	25%	32	\$1,960	\$1,960
Analytical Subtotals					\$600				\$1,960	\$2,560

****TABLE 3: EQUIPMENT RENTAL DETAILED SCHEDULE**

Description	Rates				Task 2.1 Removal Action Oversight				Task 2.2 Closure Investigation Sampling				TOTAL
	Daily	Weekly	Monthly	Unit/ Hourly	Days	Weeks	Each	Cost	Days	Weeks	Each	Cost	
Health & Safety													
Personal Protective Equip – Level D (Tyvek, gloves, hard hat, steel toed boots)	\$25				20			\$500	8			\$200	\$700
Soil													
Soil Sample Liners (SS Liners 2"x6")				\$5							20	\$100	\$100
Hand Auger/Core Sampler	\$20	\$40	\$90						4			\$80	\$80
Soil Sampling (Trowels, Sample Collection Equipment)				\$50			20	\$1,000			30	\$1,500	\$2,500
XRF Analyzer	\$650	\$2,330	\$5,850			4		\$9,320		1		\$2,330	\$11,650
Other													
Field Sampling Supplies	\$100				15			\$1,500	4			\$400	\$1,900
Generator 2 KW	\$100	\$300	\$900							1		\$300	\$300
G.P.S. Unit – Hand-held (Camera installed on unit)	\$140	\$410	\$980			4		\$1,640		1		\$410	\$2,050
Vehicle. Field – 4WD	\$125	\$550				4		\$2,200		1		\$550	\$2,750
TOTAL								\$16,160				\$5,870	\$22,030