

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and LACO Associates, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its continuing Environmental Monitoring services at Fort Bragg(#9) 120 E. Bush St. Fort Bragg and Willits(#23)751 Hearst-Willits Rd, Road Yards for removed underground storage tanks; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A     Definition of Services
- Exhibit B     Payment Terms
- Exhibit C     Insurance Requirements
- Exhibit D     Mendocino County ePayables Information
- Exhibit E     Proposal and Scope of Work Plan

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed Seventy Two Thousand Six Hundred Dollars (\$72,600) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Janelle Rau 08/21/2020  
DEPARTMENT HEAD DATE

Budgeted:  Yes  No

Budget Unit: 1710 CI

Line Item: 864360

Grant:  Yes  No

Grant No.: \_\_\_\_\_

CONTRACTOR/COMPANY NAME

By: Michael D. Nelson, President

Date: 8-24-20

NAME AND ADDRESS OF CONTRACTOR:

LACO Associates

776 S. State St. Suite 103

Ukiah, Ca 95482

COUNTY OF MENDOCINO

By: \_\_\_\_\_  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Matthew Kiedrowski  
Deputy

Date: 08/21/2020

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

Date: 08/21/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Janelle Rau  
Deputy CEO

Date: 08/21/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
  - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO  
851 Low Gap Rd  
Ukiah, CA 95482  
Attn: Dan Mazzanti

To CONTRACTOR: LACO Associates  
776 S. State St. Suite 103  
Ukiah Ca 95482  
ATTN: Kelsey Mc Laughlin

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and

other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should

abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Environmental Monitoring services at Fort Bragg and Willits road yards for removed underground storage tanks shall not exceed \$72,600.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

CONTRACTOR shall provide the following services:

Continue to implement North Coast Regional Water Quality Control Board (NCRWQCB) Approved work plans for monitoring well installation and groundwater monitoring for leaking underground storage tank cases 1TMC106 Mendocino County DOT Willits Road Yard, 751Hearst-Willits Road and 1TMC337 Mendocino County DOT Fort Bragg Road Yard, 120 E. Bush St., Fort Bragg both dated July 28, 2014. The scope of work for this contract specifically includes full Implementation of all elements of the two approved work plans referenced herein (see attached Exhibit E) as approved and modified by the NCRWQCB, in order to move both sites to No Further Action Required Status. Based on current findings and recommendations presented to NCRWQCB the 2020-2021 fiscal year scope of work under this contract shall be per the attached Tentative Scope of Work Plan (see Exhibit E) in order to move both sites to No Further Action Required Status. The actual scope shall be dependent upon regulatory directive and approval from the (NCRWQCB) for each site.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

Contract payments will be made upon receipt of an approved invoice and on the basis of satisfactory performance by the CONTRACTOR as determined by the COUNTY. The COUNTY will approve progress invoices for projects lasting more than one month based on itemized invoices identifying hours worked on distinct projects and types of service provided, per schedule of fees. Final invoices will be approved after all work has been completed and inspected, and all required lien releases, manuals, training, as- build drawings and warranties have been received and accepted by the COUNTY.

Payments to CONTRACTOR shall be made in accordance with the payment terms in Exhibit A.

[END OF PAYMENT TERMS]

## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [Auditorap@mendocinocounty.org](mailto:Auditorap@mendocinocounty.org).

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general--vanity--sg01vn000r\\_epayablesvendors--na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na)

April 1, 2020

7576.07 / 7576.08

County of Mendocino General Services Agency  
841 Low Gap Road  
Ukiah, California 95482

Attention: Mr. Doug Anderson

Subject: Fort Bragg and Willits Road Yards 2020-2021 Budgets  
Leaking Underground Storage Tank Cases - Fort Bragg and Willits Road Yards  
Regional Water Quality Control Board (RWQCB) Case Nos. 1TMC337 and 1TMC107

Dear Mr. Anderson:

LACO Associates (LACO) has prepared this letter to present the proposed budgets for the Willits and Fort Bragg Road Yards in association with the ongoing environmental case identified by RWQCB Case Numbers 1TMC337 and 1TMC107, respectively (Sites). Under our previous agreement with the County of Mendocino General Services Agency in BOS Agreement#19-220, for services conducted between July 1, 2019, and June 30, 2020, LACO performed four quarterly sampling events at the Sites with reporting, prepared claims to the Underground Storage Tank Cleanup Fund, and prepared a Vapor Intrusion Workplan and Domestic Well Survey for the Willits Road Yard. In the following two sections, LACO presents the proposed budgets for the Willits Road Yard and Fort Bragg Road Yard for the period of July 1, 2020, through June 30, 2021.

## WILLITS ROAD YARD

In the North Coast Regional Water Quality Control Board's (NCRWQCB) letter dated April 22, 2019, the NCRWQCB approved the preparation of a Feasibility Study / Corrective Action Plan (FSCAP) for remediation at the Willits Road Yard. However, the State Water Resources Control Board (SWRCB) issued a Case Review letter dated April 25, 2019, that recommended the Willits Road Yard for low threat case closure (LTCC) following soil vapor sampling near the maintenance building, additional groundwater monitoring of Outlet Creek during the dry season, and potential preparation of a Soil Management Plan. In response to the SWRCB Case Review letter, the NCRWQB issued a letter dated August 19, 2019, that required the following:

- postpone preparation of the FSCAP pending additional site evaluation;
- perform sampling of the Creek during the dry season; and,
- prepare a soil vapor workplan to address potential vapor intrusion.

LACO performed sampling of Outlet Creek on August 26, 2019, and these results will be included in the Third and Fourth Quarter 2019 Groundwater Monitoring Report that is presently undergoing preparation. The required Soil Vapor Workplan was prepared by LACO and submitted to the NCRWQCB on December 4, 2019, and was amended in an email dated February 10, 2020. Due to high seasonal groundwater levels, the vapor sampling is scheduled to take place in October of 2020.

# EXHIBIT E

Our proposed scope for the 2020 to 2021 fiscal year includes the following: performing soil vapor sampling, performing four quarters of groundwater monitoring and two groundwater monitoring reports, and preparation of USTCF reimbursement claims. A summary of tasks with associated costs is presented below in Table A:

*Table A. Willits Road Yard Tentative Budget Estimate*

<b>2020-2021 PROPOSED BUDGET - Non-Construction Technical Services</b>	
<b>Proposed Tasks of Non-Construction Services</b>	<b>Cost Estimate</b>
<b>Task 1</b> - Perform four-quarters of groundwater monitoring, material fees, laboratory fees and two semiannual reports	\$14,900
<b>Task 2</b> - Soil Vapor Sampling, material fees, and lab fees	\$5,100
<b>Task 3</b> - Soil Vapor Sampling Report of Findings	\$3,600
<b>Task 4</b> - USTCF Claim	\$2,900
<b>Task 5</b> - Project Management	\$2,250
<b>Non-Construction Subtotal:</b>	<b>\$28,750</b>
<b>2020-2021 PROPOSED BUDGET – Construction Services Subject to Prevailing Wage</b>	
<b>Proposed Tasks of Construction Services</b>	<b>Cost Estimate</b>
<b>Task 1</b> - Four quarters of on-site time groundwater sampling	\$6,250
<b>Task 2</b> - Onsite time for the installation of one soil vapor boring point, collection of a vapor sample, and waste disposal subcontractor fees	\$5,000
<b>Construction Subtotal:</b>	<b>\$11,250</b>
<b>NON-CONSTRUCTION AND CONSTRUCTION TOTAL:      \$40,000</b>	

## FORT BRAGG ROAD YARD

In January of 2019, two additional monitoring wells were installed downgradient of two underground storage tanks (USTs) to identify the extent of the plume. In order to confirm that the extent of the plume has been explored, four additional quarters of groundwater monitoring was required, which were complete as of December of 2019. LACO prepared and submitted the *Third and Fourth Quarter 2019 Groundwater Monitoring Report* on February 18, 2020, that included a request of No Further Action required status for the Fort Bragg Road Yard. As of the date of this letter, no response has been received from the NCRWQCB regarding LACO’s request for No Further Action except that the NCRWQCB concurred that no further groundwater monitoring is required at this time in an email dated February 24, 2020. Therefore, in preparation of the Fort Bragg Road Yard budget, LACO has assumed that only activities related to Site closure and USTCF Claim preparation will be conducted.

Site closure activities include: preparation of a public notice list for the NCRWQCB, a well destruction workplan, implementation of monitoring well destruction, and a report of final well destruction. If at the conclusion of well destruction the CLIENT observes that additional site restoration is needed, LACO can provide an estimate for those services under separate scope and fee. A summary of tasks with associated costs is presented below in Table B:

# EXHIBIT E

Fort Bragg and Willits Road Yards 2020-2021 Budgets  
Leaking Underground Storage Tank Cases - Fort Bragg and Willits Road Yards  
County of Mendocino General Services Agency; LACO Project No. 7576.07 / 7576.08  
April 1, 2020  
Page 3

Table B. Fort Bragg Road Yard Tentative Budget Estimate

2020-2021 PROPOSED BUDGET - Non-Construction Technical Services	
Proposed Tasks of Non-Construction Services	Cost Estimate
Task 1 - Monitoring Well Destruction Workplan	\$2,000
Task 2 - Public Noticing list	\$2,000
Task 3 - Monitoring Well Destruction Implementation	\$2,750
Task 4 - Monitoring Well Destruction Report	\$2,500
Task 5 - USTCF Claim	\$2,900
Task 6 - Project Management	\$1,800
<b>Non-Construction Subtotal:</b>	<b>\$13,950</b>
2020-2021 PROPOSED BUDGET - Construction Services Subject to Prevailing Wage	
Proposed Tasks of Construction Services	Cost Estimate
Task 3 - MW Destruction and waste disposal. Includes cost of subcontractors.	\$18,650
<b>Construction Subtotal:</b>	<b>\$18,650</b>
<b>NON-CONSTRUCTION AND CONSTRUCTION TOTAL:</b>	<b>\$32,600</b>

We look forward to continuing our work with you and your staff. Please contact me at [mclaughlink@lacoassociates.com](mailto:mclaughlink@lacoassociates.com) if you find this proposal satisfactory or if you have questions or concerns.

Sincerely,  
LACO Associates



Kelsey McLaughlin  
Staff Geologist

KRM:mmm

July 28, 2014

7576.04

North Coast Regional Water Quality Control Board  
5550 Skylane Boulevard, Suite A  
Santa Rosa, California 95403

Attention: Mr. Robert Dickerson

Subject: Monitoring Well Installation Workplan  
Willits Road Yard; 751 Hearst-Willits Road, Willits, California  
CRWQCB Case No. 1TMC107

Dear Mr. Dickerson:

LACO Associates (LACO) presents a Monitoring Well Installation Workplan (Plan) on behalf of the responsible party (RP), the County of Mendocino General Services Agency, who retained LACO to move the Willits Road Yard, located at 751 Hearst-Willits Road, Willits, California (hereafter referred to as the "Site"), toward No Further Action Required (NFA) status. This plan presents a brief site history and description of impacts related to historical site activities, proposed monitoring well locations, groundwater analytical suite, and sampling schedule. A Location Map and a Site Map are included as Figures 1 and 2, respectively.

#### Introduction

The Site is located on Hearst-Willits Road, east of Highway 101 in Willits, California. The Site has a use history of a corporation road yard and was the former location of two gasoline and two diesel underground storage tanks (USTs) ranging in volume from 1,000 to 2,000 gallons and associated product distribution plumbing. USTs and product plumbing associated with the Site, and related impacted soil, were removed in June 1997 (SHN 2013). Soil samples collected during the tank pull recorded Total Petroleum Hydrocarbons as gasoline (TPHg), TPH diesel (TPHd), and TPH motor oil (TPHmo). An environmental exploration was performed at the Site by LACO in February 2014, during which subsurface conditions were described, and soil and groundwater samples were collected; laboratory analysis of the samples recorded TPHg, TPHd, and TPHmo concentrations between 140 and 700 mg/kg, and Naphthalene at 1.6 to 2.4 mg/kg. Several environmentally regulated sites are located nearby: Willits Recreation Area (Regional Board Case No. 1NMC455) located north of the Site on Commercial Street, Shuster's Transportation (RB Case No. 1TMC377) located on an adjoining property to the south, and the City of Willits Corporation Yard (RB Case No. 1TMC409) located approximately 1,600 feet northwest of the Site. This plan presents proposed monitoring well locations and construction details, waste disposal, groundwater analytical suite, and sampling schedule.

#### Proposed Monitoring Wells

Based upon distribution of sorbed and dissolved-phase impacts recorded during subsurface explorations, four monitoring wells are proposed for the portion of the Site (Figure 2). The proposed wells will be installed using a rotary auger drill rig fitted with 7-inch outside diameter hollow stem augers, the augers will be advanced to the target depths provided in Table A, and the monitoring wells will be constructed in the hollow auger stems in accordance with LACO's Standard Operating Procedures No.1, included as Attachment 1.

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553  
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223  
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

Toll Free 800 515-5054 [www.lacoassociates.com](http://www.lacoassociates.com)

# EXHIBIT E

Monitoring Well Installation Workplan  
 Mendocino County Road and Maintenance Yard, 751 Hearst-Willits Road, Willits, California  
 CRWQCB Case No. 1TMC337; LACO Project No. 7576.04  
 June 30, 2014  
 Page 2

Table A

Well ID	Location	Casing Material (Inches)	Casing Depth (feet)	Sampling Interval (feet)	Sampling Depth (feet)	Notes
MW1	between B10 and Domestic Well	2-inch PVC	15	0.010 from 5 to 15	4 to 15	B = 4 to 5; S = 1 to 4
MW2	near B8					
MW3	near B7					

LACO proposes collection of soil samples for laboratory analysis at 5-foot intervals, depths potentially impacted based upon historical soil sample analytical concentrations (anticipated to be above 10 feet bgs) and at the soil/groundwater interface. Soil samples will be extracted from the subsurface using a split spoon sampler lined with decontaminated brass liners. Soil samples for laboratory analysis will be collected directly from the brass liners and placed in laboratory-supplied sample containers. Sample containers will be labeled according to contents, depth of sample collection, the date and time of sample collection, and desired laboratory analytical suite. Sample containers will be placed in an ice-filled cooler for preservation of analytes and shipped to a state-certified analytical laboratory for analysis of (TPHg/BTEX by EPA 8260 and TPHd/TPHmo with, silica gel clean up by 08015M).

Well heads will be protected in a traffic-rated well box set in concrete extending a minimum of 6 inches from the edge of the well box. Top of casing elevations and well casings will be surveyed to Geotracker standards within one month of well installation. The survey results will be uploaded to Geotracker upon receipt. A well permit will be obtained from Mendocino County Division of Environmental Health, and Underground Services Alert will be notified prior to implementation of the approved workplan.

**Well Development**

Proposed monitoring wells will be developed no sooner than 72-hours following well installation. Monitoring wells will be developed using methods described in LACO's Standard Operating Procedures No. 1, included as Attachment 1.

**Waste Disposal**

Soil cuttings generated during well installation will be placed in 55-gallon DOT drums, sealed, marked with contents, date of generation, and the identity of the responsible party. Waste drums will be stored on site pending characterization and transportation to a state-licensed facility by a licensed waste hauler under standard chain of custody protocols.

# EXHIBIT E

Monitoring Well Installation Workplan  
Mendocino County Road and Maintenance Yard, 751 Hearst-Willits Road, Willits, California  
CRWQCB Case No. 1TMC337; LACO Project No. 7576.04  
June 30, 2014  
Page 3

## Groundwater Sampling

Based upon the occurrence of COCs at each location, as determined from historical laboratory analytical results, LACO proposes the following sampling suite and schedule for monitoring groundwater quality at the site.

Table B

Proposed Sample Analytical Suite and Sampling Schedule		
Well ID	Sample Analytical Suite	Sampling Schedule
MW1	TPHg, Benzene, Toluene, Ethylbenzene, Total Xylenes, 5 Oxygenates, Naphthalene by EPA 8260B; TPHd and TPHmo by EPA 8015M with Silica Gel Clean Up	Quarterly
MW2		
MW3		

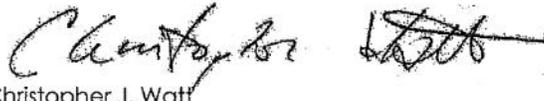
## Schedule of Implementation and Reporting

LACO proposes the following implementation and reporting schedule:

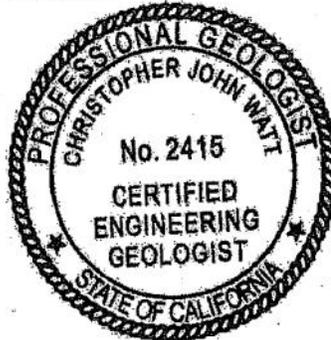
- Early July 2014 submit workplan for regulatory review
- Mid-July 2014 receive workplan approval, schedule drill crew, complete permitting process, secure site clearances
- August 2014 install, develop, survey and sample wells
- September 2014 submit report of findings

Please call (707) 462-0222 with your questions and/or concerns.

Sincerely,  
LACO Associates



Christopher J. Watt  
CEG 2415, Exp. 3/31/16



JMW:

cc: Ms. Kristin McMenomey

P:\7500\7576 County of Mendocino GSA\7576.04 MW Workplans\willits\MW Workplan\7576.03 Willits MW workplan 20140728.doc

## EXHIBIT E

Monitoring Well Installation Workplan

Mendocino County Road and Maintenance Yard, 751 Hearst-Willits Road, Willits, California  
CRWQCB Case No. 11MC337; LACO Project No. 7576.04

June 30, 2014

Page 4

### Figures and Attachments

Figure 1 Location Map

Figure 2 Site Map with Proposed Monitoring Wells

Attachment 1 LACO Standard Operating Procedures No.1

### References

SHN, 2013 Conceptual Site Models and Work Plans, Mendocino County Courthouse and Mendocino County Road and Maintenance Yards.

FIGURES

**Figure 1**    **Location Map**

**Figure 2**    **Site Map with Proposed Monitoring Wells**

# EXHIBIT E

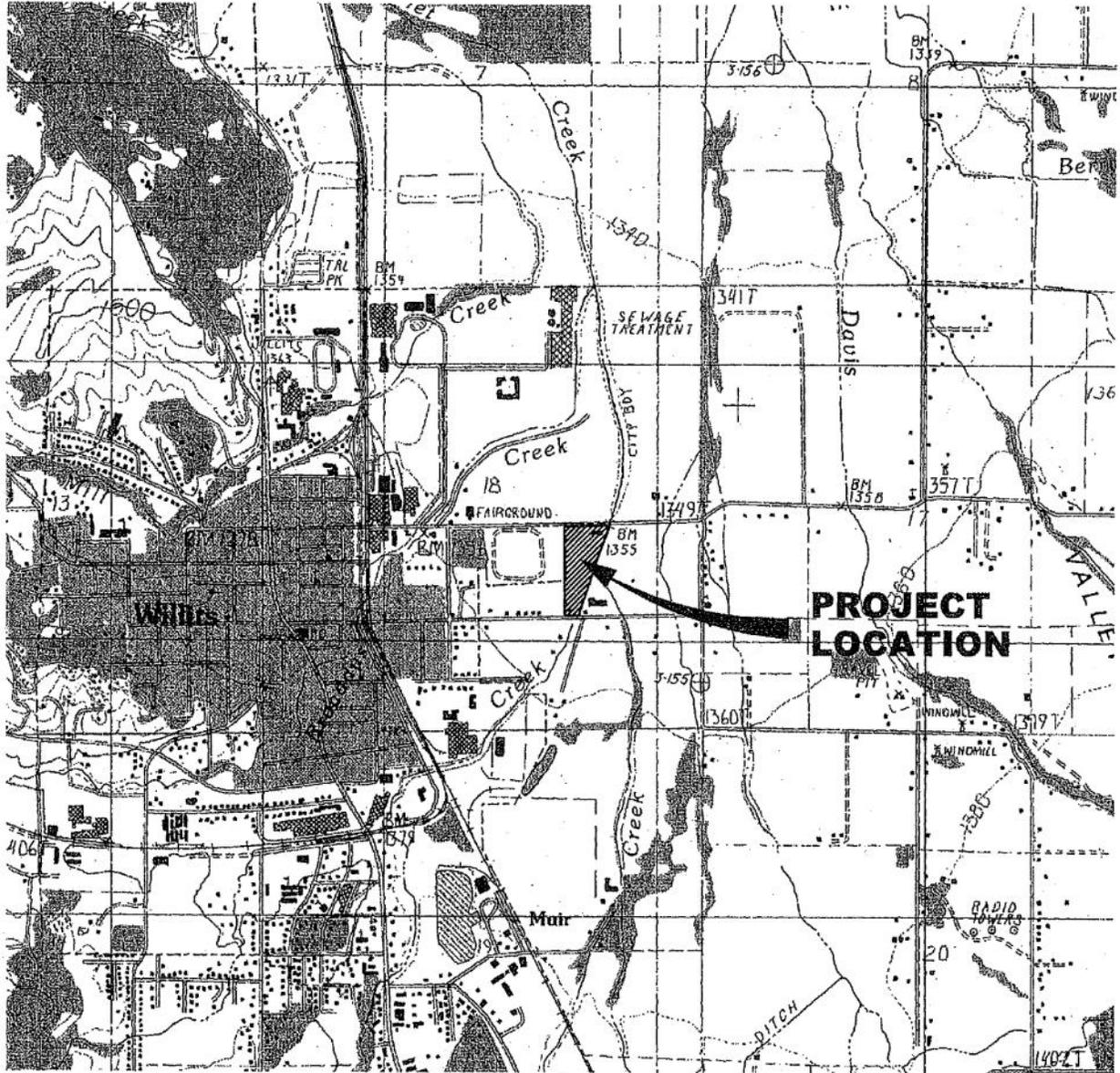
# LACO

EUREKA • UKIAH • SANTA ROSA

1-800-515-5054 www.lacoassociates.com

<b>PROJECT</b>	MENDOCINO COUNTY ROAD AND MAINTENANCE YARD	<b>BY</b>	JDB	<b>FIGURE</b>  1
		<b>DATE</b>	6/19/14	
<b>CLIENT</b>	COUNTY OF MENDOCINO	<b>CHECK</b>	KRM	<b>JOB NO.</b>  7576.03
<b>LOCATION</b>	751 HEARST WILLITS ROAD, WILLITS, CA	<b>SCALE</b>	AS SHOWN	
<b>LOCATION MAP</b>				

REUSE OF DOCUMENTS: This document and the ideas and design incorporated herein, as an instrument of professional service, is the property of LACO Associates and shall not be reused in whole or part for any other project without LACO Associates express written authorization.

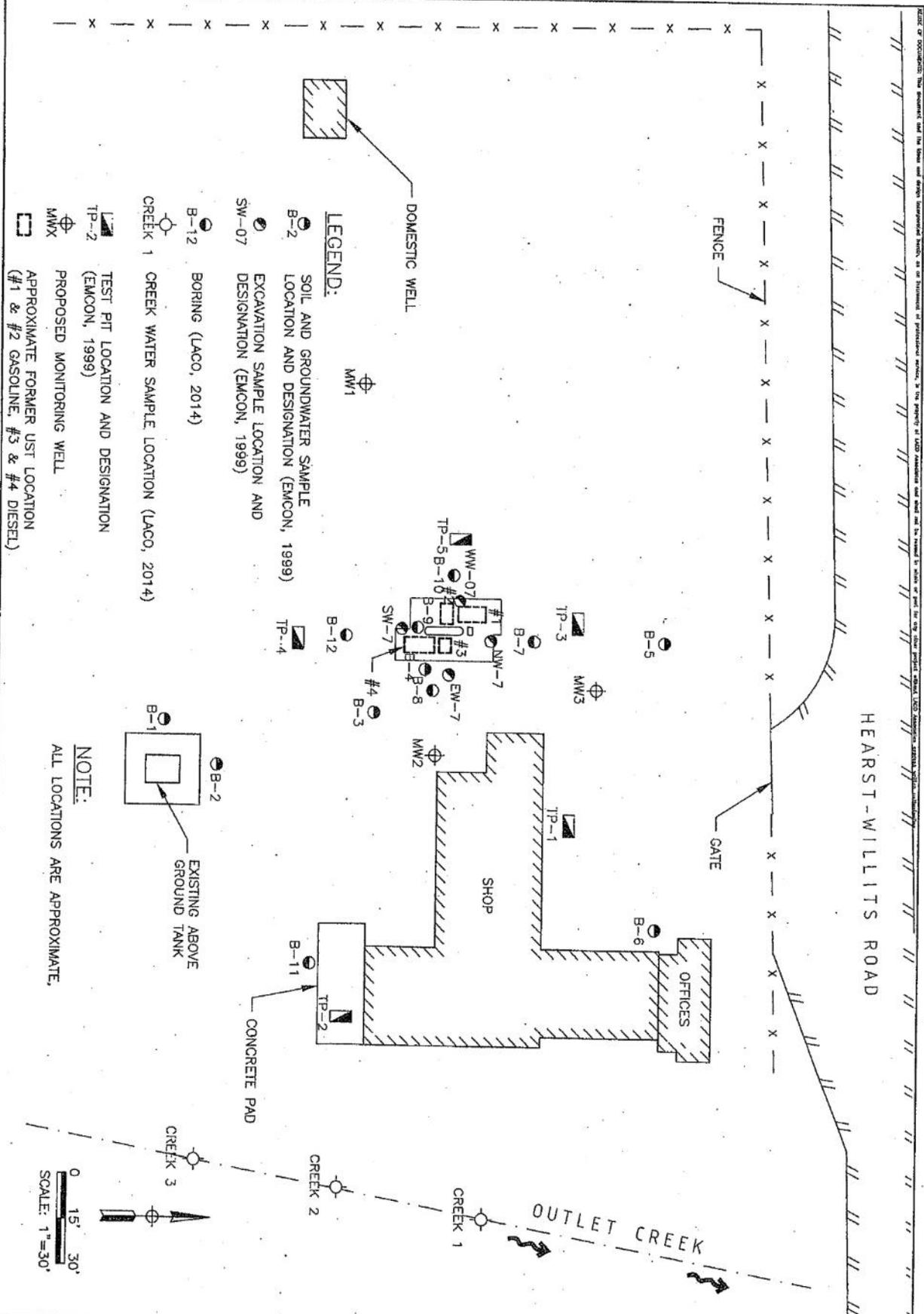


0 1000' 2000'  
  
 SCALE: 1"=2000'

Jun 20, 2014--9:34am  
 T:\Caddfiles\7500\7576.03 WILLITS ROAD YARD\DWG\ 7576.03 FIG 1.dwg

# EXHIBIT E

Jun 27.2014-3:58pm  
 T:\CofDites\7500\7576.03 WILLITS ROAD YARD\DWG\ 7576.03 FIG 2.dwg



MENDOCINO COUNTY ROAD AND MAINTENANCE YARD SITE MAP WITH PROPOSED MONITORING WELLS COUNTY OF MENDOCINO 751 HEATST ROAD, WILLITS, CA		NO. _____ HISTORY / REVISION _____ BY _____ CHK. _____ DATE _____	<b>LACO</b> EUREKA • UKIAH • SANTA ROSA 1-800-515-5054 www.lacocoassociates.com
--	--	---	---

DATE: 7/10/14  
 DRAWN BY: JMS  
 CHECKED BY: JMS  
 DATE: 7/10/14  
 DRAWN BY: JMS  
 CHECKED BY: JMS

July 28, 2014

7576.04

North Coast Regional Water Quality Control Board  
5550 Skylane Boulevard, Suite A  
Santa Rosa, California 95403

Attention: Mr. Robert Dickerson

Subject: Monitoring Well Installation Workplan  
Fort Bragg Road Yard; 120 East Bush Street, Fort Bragg, California  
CRWQCB Case No. 1TMC337

Dear Mr. Dickerson:

LACO Associates (LACO) presents a Monitoring Well Installation Workplan (plan) on behalf of the responsible party (RP), the County of Mendocino General Services Agency, who retained LACO to move the Fort Bragg Road Yard, located at 120 East Bush Street, Fort Bragg, California (hereafter referred to as the "Site"), toward No Further Action Required (NFAR) status. This plan presents a brief site history and description of impacts related to historical site activities, proposed monitoring well locations, groundwater analytical suite, and sampling schedule. A Location Map and a Site Map are included as Figures 1 and 2, respectively.

#### Introduction

The Site comprises two parcels located on the northern and southern side of East Bush Street, Fort Bragg, California, and have physical addresses of 120 East Bush Street and 705 North Franklin Street. Two environmentally regulated sites are located nearby: Mendocino Coast Petroleum Spill (Regional Board Case No. 1NMC614) located south of the Site at 633 Franklin Street, and Walsh Oil Bulk Plant (Regional Board Case No. 1NMC620) located on the adjoining property to the east at 635 Franklin Street. The Site has a use history of a corporation road yard and was the former location of six underground storage tanks (USTs) of varying volumes and petroleum hydrocarbon contents, including gasoline, diesel, and waste oil. USTs associated with the Site, and related impacted soil, were removed on October 17, 1996 (SHN 2013), and soil samples collected during the tank pull recorded Constituents of Concern (COCs) Total Petroleum Hydrocarbons as gasoline (TPHg), benzene, toluene, ethylbenzene and total xylenes (BTEX), TPH diesel (TPHd), and TPH motor oil (TPHmo), and chlorinated hydrocarbons. Soil and groundwater samples collected during a subsequent subsurface exploration conducted in 1998 recorded TPHg, TPHd, benzene, and MTBE. A subsurface exploration performed at the Site in February, 2014 comprised soil and groundwater sample collection from both the North Franklin Street site and the East Bush Street site, recording TPHg, TPHd, TPHmo, TPH kerosene (TPHk), ethylbenzene, toluene, total xylenes and Naphthalene impacts to soil, and TPHg, TPHd, TPHk, TPHmo, benzene, toluene, ethylbenzene, total xylenes (BTEX), Naphthalene, and Tetrachloroethelene (PCE) impacts to groundwater. This plan presents proposed monitoring well locations and construction details, survey of newly installed wells, waste disposal, groundwater analytical suite, and a sampling and reporting schedule.

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553  
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223  
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

Toll Free 800 515-5054 [www.lacoassociates.com](http://www.lacoassociates.com)

**EXHIBIT E**

**Proposed Monitoring Wells**

Based upon distribution of sorbed and dissolved-phase impacts recorded during historical subsurface explorations, three monitoring wells are proposed for the portion of the Site located south of East Bush Street and four monitoring wells are proposed for the portion of the site located northerly of East Bush Street (Figure 2). The proposed wells will be installed using a rotary auger drill rig fitted with 7-inch outside diameter hollow stem augers, the augers will be advanced to the target depths provided in Table A, below, and the monitoring wells will be constructed in the hollow auger stems in accordance with LACO's Standard Operating Procedures No.1, included as Attachment 1.

Table A.

Well ID	Location	Material and Diameter (inches)	Target Depth (ft)	Sampling Interval (ft)	Sampling Interval (ft)	Sampling Interval (ft)
MW1	near B17	2-inch PVC	15	0.010 from 5 to 15	4 to 15	B = 3 to 4; S = 1 to 3
MW2	near B20		20	0.010 from 5 to 20	4 to 20	
MW3	near B18		15	0.010 from 5 to 15	4 to 15	
MW4	near B13		15	0.010 from 5 to 15	4 to 15	
MW5	adjacent to Equipment Parking Shed	2-inch PVC	20	0.010 from 10 to 20	9 to 20	B = 7 to 9; S = 1 to 7
MW6	near B11		20	0.010 from 10 to 20	9 to 20	
MW7	near B8		20	0.010 from 10 to 20	9 to 20	

LACO proposes collection of soil samples for laboratory analysis at 5-foot intervals, depths potentially impacted based upon historical soil sample analytical concentrations (anticipated to be above 10 feet bgs) and at the soil/groundwater interface. Soil samples will be extracted from the subsurface using a California modified split spoon sampler lined with decontaminated brass liners. Soil samples for laboratory analysis will be collected directly from the brass liners and placed in laboratory-supplied sample containers. Sample containers will be labeled according to contents, depth of sample collection, the date and time of sample collection, and desired laboratory analytical suite. Sample containers will be placed in an ice-filled cooler for preservation of analytes and shipped to a state-certified analytical laboratory for analysis of petroleum hydrocarbon material using EPA Method 8260B full suite (TPHg/BTEX/Oxygenates/Naphthalene/chlorinated hydrocarbons), EPA 8015M with silica gel clean up (TPHd/TPHmo), and TPHk.

Well heads will be protected in a traffic-rated well box set in concrete extending a minimum of 6 inches from the edge of the well box. Top of casing elevations and well casings will be surveyed to Geotracker standards within one month of well installation. The survey results will be uploaded to Geotracker upon receipt. A well installation permit will be secured from Mendocino County Division of Environmental Health and Underground Services Alert will be notified prior to implementation of the approved workplan.

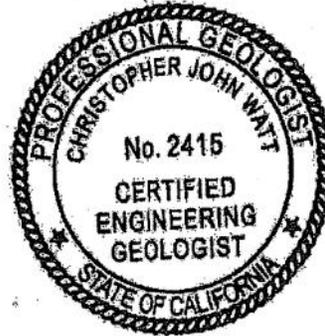
EXHIBIT E

Please call (707) 462-0222 with your questions and/or concerns.

Sincerely,  
LACO Associates



Christopher J. Watt  
CEG 2415, Exp. 3/31/16



JMW:

cc: Ms. Kristin McMenomey

P:\7500\7576 County of Mendocino GSA\7576.04 MW Workplans\fort bragg\Monitoring Well Installation Workplan\7576.04 Ft Bragg MW workplan 20140728.doc

**Figures and Attachments**

- Figure 1 Location Map
- Figure 2 Site Map with Proposed Monitoring Wells

Attachment 1 LACO Standard Operating Procedures No. 1

**References**

SHN, 2013 Conceptual Site Models and Work Plans, Mendocino County Courthouse and Mendocino County Road and Maintenance Yards.

FIGURES

**Figure 1**    **Location Map**

**Figure 2**    **Site Map with Proposed Monitoring Wells**

EXHIBIT E

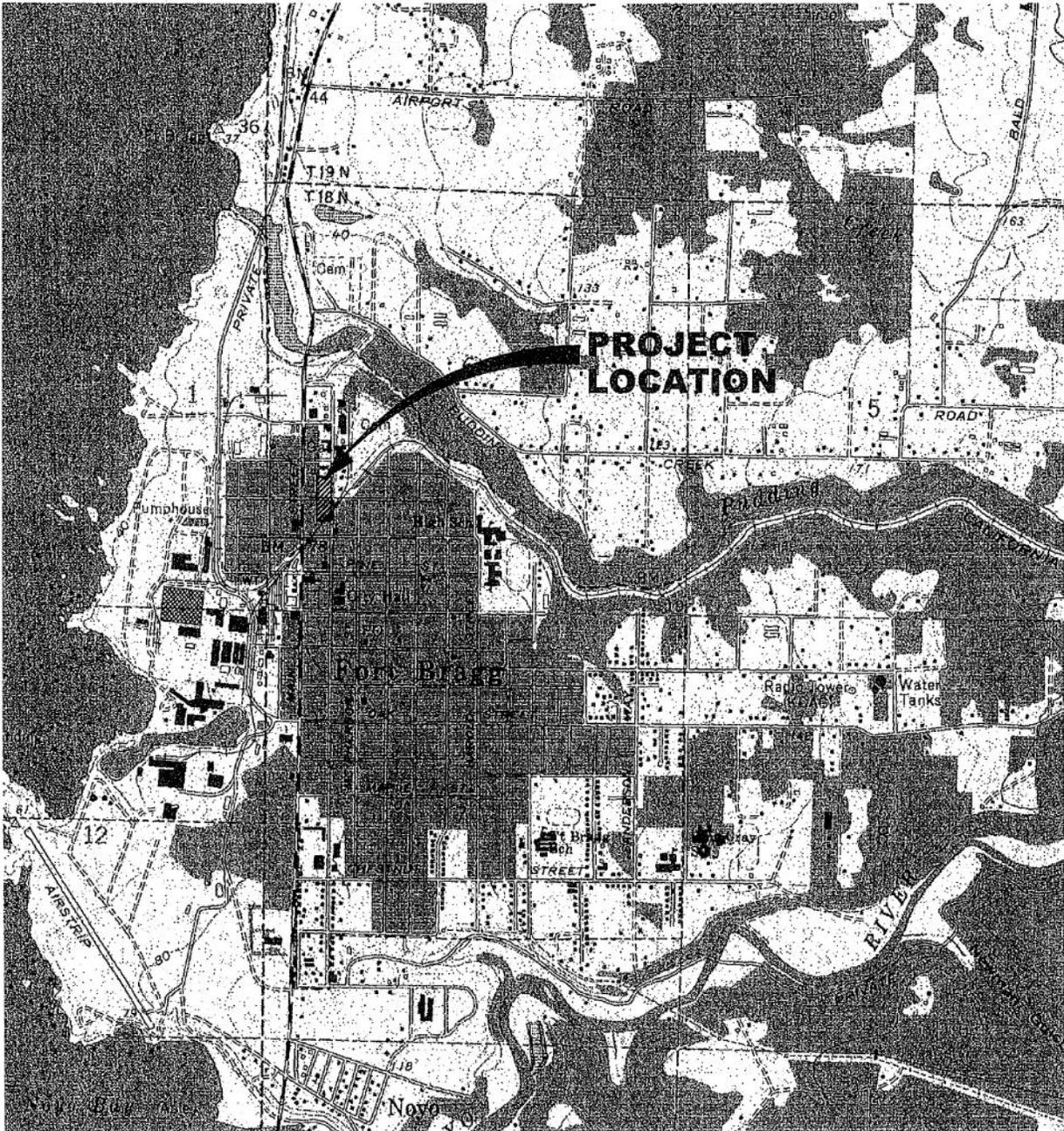
# LACO

EUREKA • UKIAH • SANTA ROSA

1-800-515-5054 www.lacoassociates.com

PROJECT	FORT BRAGG ROAD YARD	BY	JDB/JB	FIGURE	1
CLIENT	COUNTY OF MENDOCINO	DATE	6/19/14		
LOCATION	120 E. BUSH STREET, FORT BRAGG, CA	CHECK	JMW	JOB NO.	7576.03
	LOCATION MAP	SCALE	AS SHOWN		

REUSE OF DOCUMENTS: This document and the ideas and design incorporated herein, as an instrument of professional service, is the property of LACO Associates and shall not be reused in whole or part for any other project without LACO Associates express written authorization.

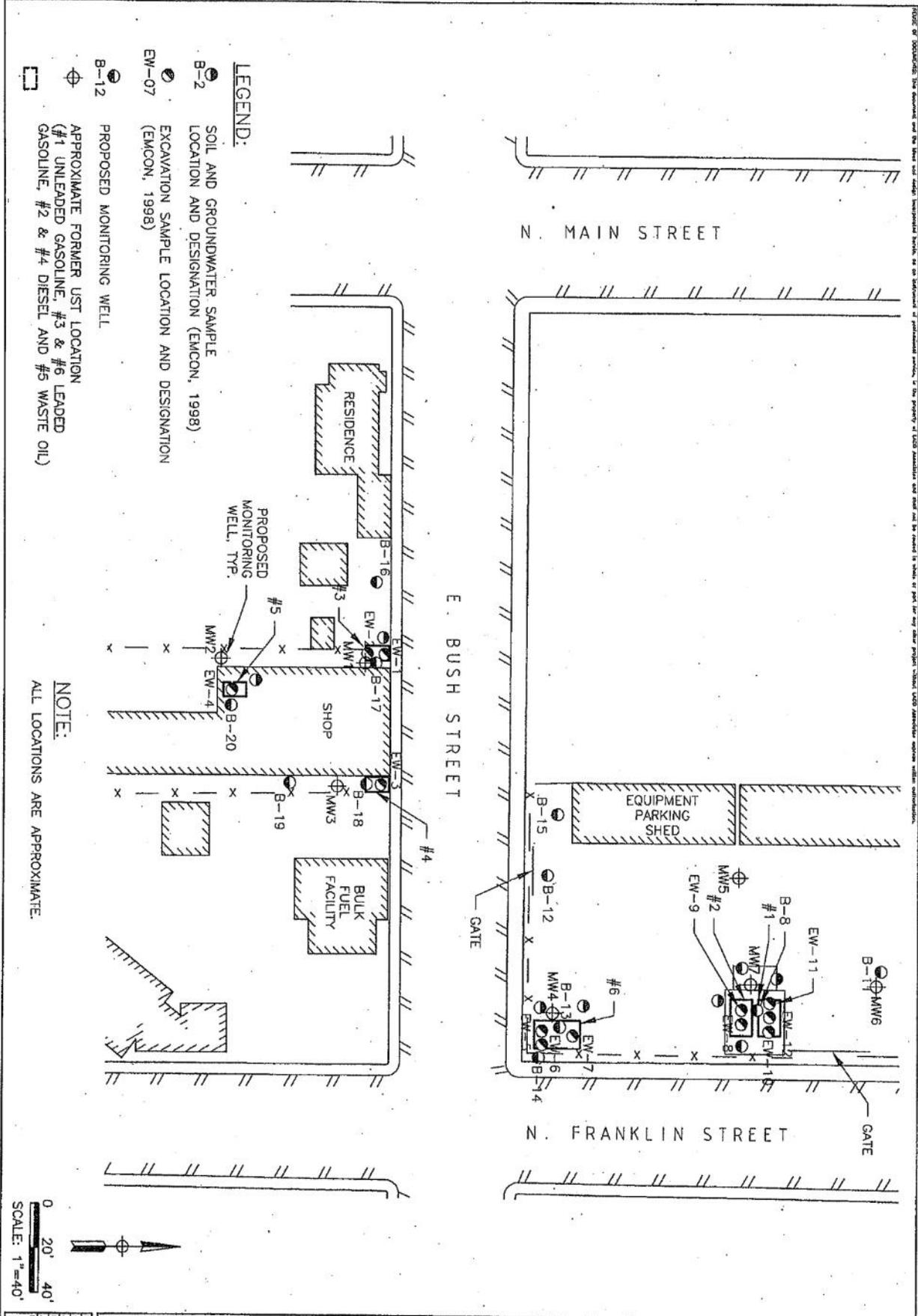


0 1000' 2000'  
  
 SCALE: 1"=2000'

Jun 19, 2014 - 1:38pm  
 T:\Cadfiles\7500\7576.03 Fort Bragg Road\DWG\ 7576.03 GEO FIG 1.dwg

# EXHIBIT E

Jun 27, 2014-4:04pm  
T:\Caddfiles\7500\7576.03 Fort Bragg Road\DWG\ 7576.03 GEO FIG 2.dwg



- LEGEND:**
- B-2 SOIL AND GROUNDWATER SAMPLE LOCATION AND DESIGNATION (EMCON, 1998)
  - ⊙ EW-07 EXCAVATION SAMPLE LOCATION AND DESIGNATION (EMCON, 1998)
  - ⊙ B-12 PROPOSED MONITORING WELL
  - ⊙ APPROXIMATE FORMER UST LOCATION (#1 UNLEADED GASOLINE, #3 & #6 LEADED GASOLINE, #2 & #4 DIESEL AND #5 WASTE OIL)

**NOTE:**  
ALL LOCATIONS ARE APPROXIMATE.

0 20' 40'  
SCALE: 1"=40'

<b>FORT BRAGG ROAD YARD SITE MAP WITH PROPOSED MONITORING WELLS</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>HISTORY / REVISION</th> <th>BY</th> <th>CHK.</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	HISTORY / REVISION	BY	CHK.	DATE																									
NO.	HISTORY / REVISION	BY	CHK.	DATE																													
COUNTY OF MENDOCINO 120 E. BUSH STREET, FORT BRAGG, CA		EUREKA • UKIAH • SANTA ROSA 1-800-515-6054 www.lacocolectrics.com																															