



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683
Office - 916-354-3700 * Fax - 916-354-2082

IMPROVEMENTS COMMITTEE

(Directors Randy Jenco and Martin Pohl)

Regular Meeting
September 5, 2023 at 8:00 a.m.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

AGENDA

1. **Call to Order**
2. **Improvements Staff Report**
 - A. *Discussion Item* **Proposal for Clementia Water Supply Source Feasibility Assessment**
 - B. *Discussion Item* **SB170 Project Update**
 - C. *Discussion Item* **Electrical Quote – Lost Lake**
 - D. *Discussion Item* **Biosolids at the Wastewater Treatment Facility**
 - E. *Discussion Item* **Lift Station 3B project update**
 - F. *Discussion Item* **Process Hazard Analysis**
 - G. *Discussion Item* **GIS Sewer Demonstration**
3. **Comments from the Public**

If you wish to speak during Comments from the Public or would like to comment regarding an item appearing on the meeting agenda, please complete a public comment card and submit to the Board Secretary prior to Public Comments. We will hold all comments to the Public Comment section.
4. **Director and Staff Comments/Suggestions**
5. **Adjournment**

"In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 24 hours prior to a special meeting, will be made available for public inspection in the District



offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

In compliance with the Americans with Disabilities Act if you are an individual with a disability and you need a disability-related modification or accommodation to participate in this meeting or need assistance to participate in this teleconference meeting, please contact the District Office at 916-354-3700 or awilder@rmcsd.com. Requests must be made as soon as possible.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is August 31, 2023. Posting locations are: 1) District Office; 2) Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

Memorandum

Date: September 5, 2023
To: Improvements Committee
From: Michael Fritschi, P.E. - Director of Operations
Subject: August Improvements Committee Staff Report

A. Proposal for Clementia Water Supply Source Feasibility Assessment – Staff have

contacted West Yost & Associates to assist the District in applying to the State Water Board to investigate the potential to utilize water from Reservoir Clementia as potable supply water in times of need. The initial step in the process is to form an assessment of the feasibility and to set the groundwork with the state department of drinking water (DDR).

The concept is to route water from Clementia Reservoir to Calero, through Chesbro and then to the Water Treatment Facility. This transfer of water is conceived to be utilized in times of drought. The goal would be to obtain the permission to leverage the existing water right that currently allows water pumped to Clementia reservoir (from the Cosumnes) to be utilized for potable use. Additionally, the District would push to retain the ability of body contact in the reservoir.

Currently, Clementia reservoir is not permitted as a source of supply for the water system from the perspective of the department of drinking water (DDW). The existing denial of potable use of the reservoir is due in part to the recreational uses allowed in the reservoir now. The District would submit a permit amendment application. It is anticipated a study may need to be conducted to determine how activities at Clementia would impact the existing impoundments and water treatment process.

Additional requirements may include water quality monitoring, operations plan development, CEQA compliance, changes to existing activities, changes to existing infrastructure, additional compliance reporting, and/or other activities mandated as part of the review and approval process.

The proposal from West Yost (see attachment 1) will get the conversation started with the Water Board and provide the District with a technical memorandum that will provide some direction on a probability of approval by the DDR for inclusion of the potential resource as a component of the Integrated Water Master Plan. It has been stated that it is

extremely important to demonstrate potable use during the water right application period to retain the existing potable right related to Clementia Storage to serve existing and future residents in times of drought.

B. SB170 Project Update

- A. **Granlees Forebay Safety Improvements** are nearing the 90% design phase and staff will soon be providing a review session for the safety improvements design.
- B. **Water Facility Chlorine Gas to NaOCl Improvements** have reached the 100% design level. The updated Engineers Estimate was brought before the Board for approval prior to sending the project out to bid. The Board has directed this project to be paused until the other SB 170 projects have completed designs and cost opinions.
- C. **Wastewater Facility Chlorine Gas to NaOCl and Contact Tank Improvements.** The District met with Dewberry Engineers to discuss additional preliminary design issues relating to the contact tank and the chemical storage plan. A cost for the additional contact tank alternative will be provided with an updated cost on all other contact tank alternatives and a teams meeting will be set to provide selection for moving into design.

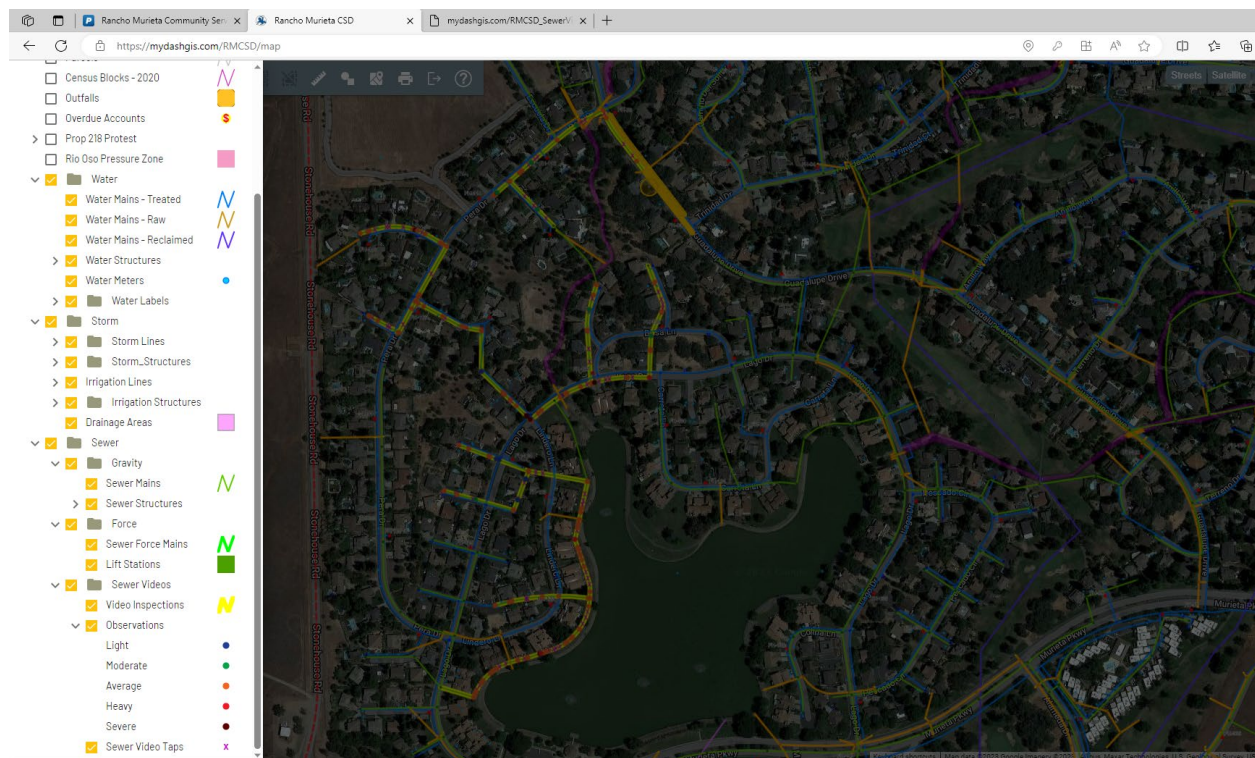
- C. **Electrical Quote Lost Lake** – The District received a quote from the District Electrician to completely replace the electrical infrastructure that supports the fountain, aerators, and mosquito control at Lost Lake. The existing temporary system consists of numerous potential shock and fire hazards, including the use of several extension cords. It has recently been determined that the major cause of constant failure of the fountain and aerator are overloaded circuits. This quote for electrical services (see attachment 2) includes a new breaker panel, (2) new circuits, (2) GFI circuits, and a new receptacle. This work has been quoted at \$9,087.50 which does not include trenching which the District would provide in-house.

This project is envisioned to go a long way in maintaining improved operation of the pond aerators, fountain, mosquito control and to provide a safer environment for residents and staff.

- D. Biosolids at the Wastewater Treatment Facility** – The District will soon be removing biosolids from the wastewater treatment facility drying bed. This an annual task when the sludge hauler takes solids removed and dewatered from the tertiary facility, the oxidation lagoons, and the water plant and provides removal and disposal services. In 2021 the District removed approximately 250 tons at \$43/Ton (total \$11,000) which included disposal fees, this year the contract (see attachment 3) cost has increased to \$63.15/ton prior to October 15th and \$70.78/ton after October 15. Staff do not have the lab % solids data back yet but estimate 300-350 tons (est. \$22,100 before October 15, and \$25,000 after October 15) as no sludge was hauled away last year. The District has investigated alternate sludge haulers in the past with no success, staff will be attempting to locate alternative haulers that would be willing to serve the location for a competitive price for future sludge removal.
- E. Lift Station 3B Update** – Some electrical work has taken place on preparing for the new panel. Mechanical and civil construction will likely commence September 5, 2023.
- F. Process Hazard Analysis** – Staff have discovered that the District needs to update the process hazard analysis for the use of chlorine gas at both the water and wastewater facilities. The District has contacted our risk management entities and Condor Earth was available to perform the work. The attached proposal (see attachment 4) is to complete the process hazard analysis on a time and material basis for \$6,600. Until the District converts both chlorine gas facilities to sodium hypochlorite, the District will need to update this plan every 5-years.
- G. GIS Sewer Inspection Update** – The District has installed the first phase of the sewer condition assessment data. This sewer pipe assessment includes CCTV video ratings made in the field utilizing the National Association of Sewer Service Companies (NASSCO) Pipeline Certification Assessment Program (PACP) rating system. Defects are noted at the time of CCTV inspection via PACP designations. The detailed report and the actual video is now linked to the District GIS system for the initial pipes that have been inspected. Staff plan on having pipes inspected and the information uploaded as annual budgets allow,

initially beginning with more known trouble (or older) areas. The District will slowly be building a complete and searchable condition database.

Additional capabilities will list and store maintenance events such as flushing and unplugging and will list when tasks are overdue.




Browser tabs: Rancho Murieta Community Ser... Rancho Murieta CSD

Address bar: <https://mydashgis.com/RMCSD/map>

Map interface showing a satellite view of a residential area with overlaid utility lines. A central window displays a video inspection of a sewer pipe.

MH MH-421 TO MH MH-422
3/30/2023 UNIT 1 NASSC 10:55



5.6 FT

Sewer Main Video Report

Pipe ID	MH-421-MH-422
Date	2023-03-30
Street	Lindero Lane
Direction	
Length Surveyed (ft)	282.0
PACP Quick Overall Rating	4TH
Video Inspection	View Reports
View Video	View Video

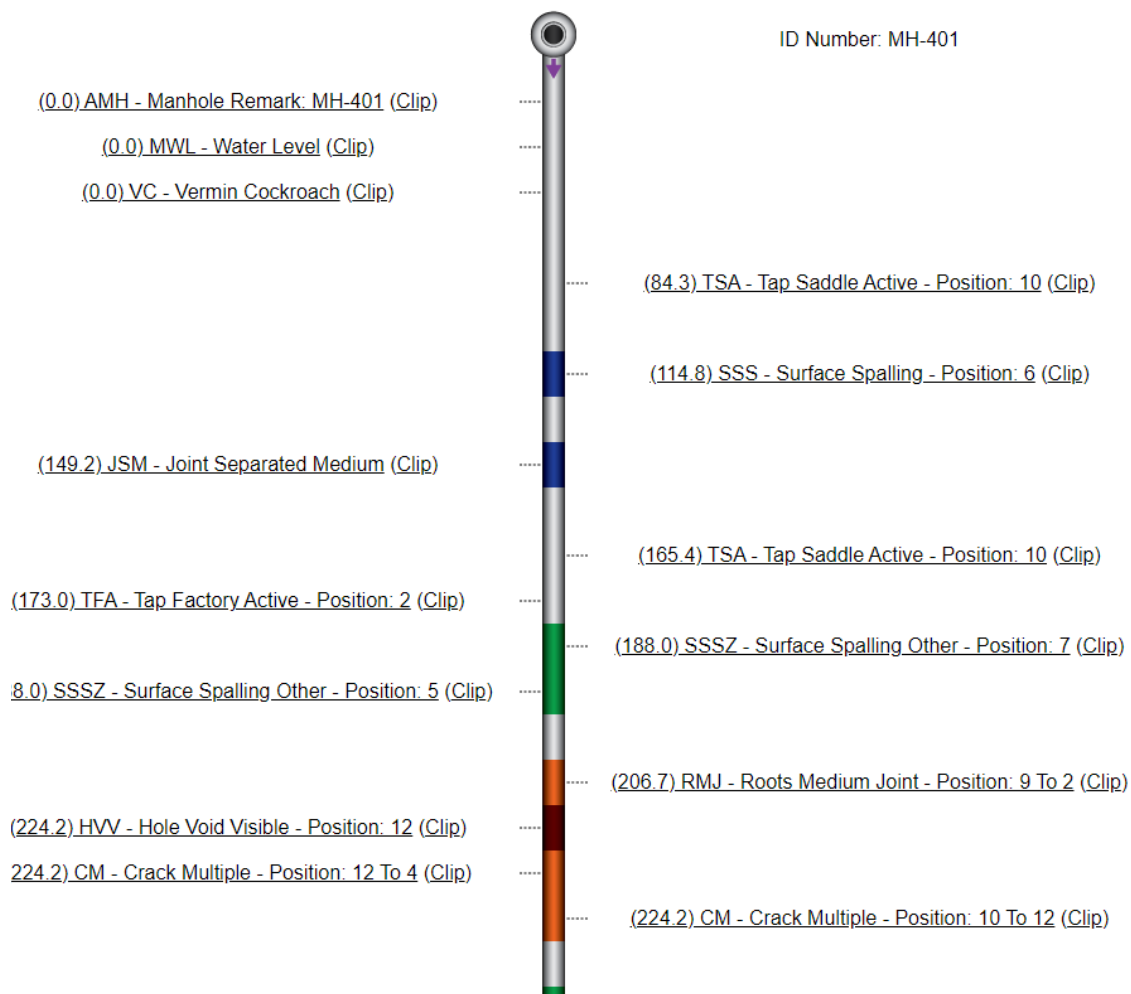
Project: UNIT 1 NASSCO

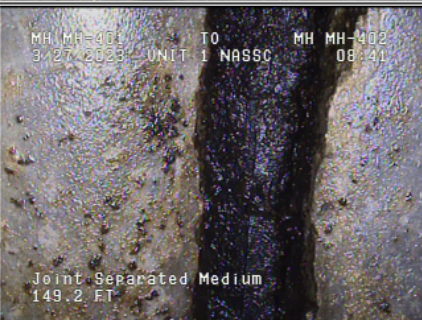
Date: 3/27/2023 8:05:00 AM
Street: Guadalupe Drive
Length Surveyed: 326.3
Pacp Quick Overall Rating: 5137
Height (Diameter): 6
Street: Guadalupe Drive



Pipe Segment Reference: MH-401_MH-402
Upstream MH: MH-401
Downstream MH: MH-402
Direction of Survey: Downstream
Material: Asbestos Cement

Severity
Light
Moderate
Average
Heavy
Severe

ID Number: MH-401



114.8	<p>Surface Spalling Position: 6 Severity: None Struct Weight: 1</p>	16:13	
149.2	<p>Joint Separated Medium Severity: None Struct Weight: 1</p>	20:30	

Distance	Fault Observation	Time	Picture
165.4	<p>Tap Saddle Active Position: 10 Severity: None Size: 4</p>	22:42	
173.0	<p>Tap Factory Active Position: 2 Severity: None Size: 4</p>	24:42	

ATTACHMENT 1



1001 Galaxy Way
Suite 310
Concord CA 94520

925.949.5800 phone
530.756.5991 fax
westyost.com

August 17, 2023

SENT VIA: EMAIL

Michael T. Fritschi, PE
Director of Operations
Rancho Murieta Community Services District
P.O. Box 1050
Rancho Murieta, CA 956834

SUBJECT: Proposal for Engineering Services for the Rancho Murieta Community Services District to Perform Water Supply Source Feasibility Assessment

Dear Michael:

West Yost Associates (West Yost) appreciates the opportunity to provide this letter proposal to the Rancho Murieta Community Services District (District) for engineering services related to evaluating a potential new water supply.

SCOPE OF SERVICES

Task 1. Evaluate Feasibility

West Yost will meet with the District and review relevant background materials to gain a better understanding of the potential supply source of interest. Following this effort, West Yost will prepare meeting materials and facilitate a meeting with DDW to discuss the potential supply and anticipated requirements related to the use of the supply source.

Task 1 Assumptions

- The materials reviewed for this effort will be limited to reports and other information generated by the Client and will not include a detailed compilation or analysis of unprocessed data.
- Both meetings will be held virtually.

Task 1 Deliverables

- West Yost will provide meeting agenda and materials to support the meeting with DDW staff.

Task 2. Feasibility Assessment

West Yost will meet with the District to discuss our assessment of the feasibility of implementing the new water supply source. The assessment will provide our team's opinion of the anticipated efforts and timeline needed to gain DDW approval for use of the new supply and will include a recommendation for proceeding with the effort based on the overall value of the supply source to the District.

The feasibility assessment findings will be documented in a brief Technical Memorandum (TM). A draft TM will be prepared for District review. A final TM will be prepared incorporating District comments.

Task 2 Assumptions

- The meeting with the District to review our assessment will be held virtually.

Task 1 Deliverables

- West Yost will provide meeting agenda to support the feasibility discussion with District staff.

FEE ESTIMATE

An estimated fee of \$15,400 is proposed for these efforts. The scope of work will be limited to work that can be completed within the available budget and all work will be performed on a time and materials basis at West Yost 2023 Billing Rates (Attachment A). Monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If additional budget is required to complete work requested by the District, West Yost will request District authorization prior to exceeding the budget.

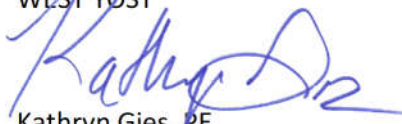
Please contact me at 415-699-1799 or at kgies@westyost.com if you have any questions on this proposal. Thank you again for the opportunity for West Yost to assist the District with this Project. We look forward to working with you.

SCHEDULE

West Yost anticipates providing Task 2 TM within four (4) weeks after meeting with DDW. The total timeline for this effort is not expected to exceed eight (8) weeks after receiving notice to proceed.

Thank you for providing West Yost the opportunity work on this interesting project with the District. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST



Kathryn Gies, PE
Engineering Manager
RCE #65022

cc: Craig Thompson, PE

Attachment(s): West Yost 2023 Billing Rate Schedule.



Attachment A

West Yost 2023 Billing Rate Schedule

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$338
Engineer/Scientist/Geologist Manager I / II	\$319 / \$334
Principal Engineer/Scientist/Geologist I / II	\$288 / \$307
Senior Engineer/Scientist/Geologist I / II	\$259 / \$272
Associate Engineer/Scientist/Geologist I / II	\$215 / \$231
Engineer/Scientist/Geologist I / II	\$173 / \$201
Engineering Aide	\$101
Field Monitoring Services	\$125
Administrative I / II / III / IV	\$92 / \$115 / \$138 / \$152
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$332 / \$334
Principal Tech Specialist I / II	\$305 / \$315
Senior Tech Specialist I / II	\$279 / \$291
Senior GIS Analyst	\$252
GIS Analyst	\$239
Technical Specialist I / II / III / IV	\$178 / \$203 / \$228 / \$254
Technical Analyst I / II	\$128 / \$152
Technical Analyst Intern	\$103
Cross-Connection Control Specialist I / II / III / IV	\$133 / \$144 / \$162 / \$180
CAD Manager	\$201
CAD Designer I / II	\$156 / \$176
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$322
Construction Manager I / II / III / IV	\$197 / \$211 / \$224 / \$283
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$172 / \$191 / \$213 / \$221
Apprentice Inspector	\$156
CM Administrative I / II	\$83 / \$112
Field Services	\$221

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*



Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

ATTACHMENT 2



Quote

Please Remit To This Address: **Prodigy Electric And Controls, Inc.**
 PO Box 141
 Lincoln, CA 95648

Bill To: Rancho Murieta CSD
 15160 Jackson Road
 Rancho Murieta, CA

Quote #	40588
Date	8/29/2023
Total Due:	\$9,087.50
Terms	Net 15
P.O. No.	

Phone # 916.997.0798

CA License # 998361

Job Description

Lost lake Power

Description	Qty	Rate	Total
Basin 5, Lost lake install the following to replace old temporary system: 1) 1 new breaker panel to distribute all the loads needed for new system 2) 2 new circuits ran approx 56 meters to new compressors with 2 gfi receps 1 for each compressor and fan 3) 1 new gfi circuit to the north of the driveway for mosquito control box 4) 1 new gfi circuit to the south of the driveway for mosquito control box 5) replace 1 recep for fountain 6) does not include trenching/ backfill, permits and fees.	1	9,087.50	9,087.50

Total	\$9,087.50
--------------	------------

ATTACHMENT 3



Materials Management Agreement

This Agreement made and entered into as of this 29th day of August, 2023 by and between Contractor and Customer.

C U S T O M E R	Customer Legal Name			
	Rancho Murieta Community Services District			
	Street Address			
	P.O. BOX 1050			
	City / Town	County	State	Zip Code
Rancho Murieta	Sacramento	CA	95863	
C O N T R A C T O R	Synagro Legal Name			
	Synagro WWT, Inc.			
	Street Address			
	3110 Gold Canal Drive Suite E			
	City / Town	State	Zip Code	
Rancho Cordova	CA	95670		
T E R M	Commencement Date: September 1, 2023		Expiration Date: August 31, 2024	
	<p>The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.</p>			
B I L L I N G	Customer Contact Name		Telephone #	
	Travis Bohannon		916-860-5368	
	Street Number / P.O. Box		Fax #	
	PO Box 1050		916-354-3736	
	Address		Contact Person	
		Travis Bohannon		
		E-mail Address		
		tbohannon@rmcsd.com		
City / State		Zip Code		
Rancho Murieta, CA		95363		
S I G N A T U R E S	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			

SCOPE OF SERVICES AND PRICING APPENDIX

<p>Scope of Service.</p> <p>LOAD, TRANSPORT AND LAND APPLY CLASS B BIOSOLIDS – 20% SOLIDS OR GREATER</p>																
<p>Customer Materials.</p> <p>Customer Materials shall consist of the following:</p> <p>CLASS B BIOSOLIDS TESTING FOR LAND APPLICATION OF CLASS B BIOSOLIDS IN SACRAMENTO COUNTY</p>																
<p>Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner: SYNAGRO WILL LOAD STOCKPILED MATERIAL INTO ITS OWN TRAILERS USING RUBBER TIRED LOADER PROVIDED BY THE CITY.</p>																
<p>“Customer Facility(ies) ” shall mean the following locations where Customer Material(s) are generated or stored: <i>Rancho Murieta Community Services District</i></p>																
<p>Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed upon minimums or maximums.</p>																
<p>PRICE</p> <p>The Agreement Price(s) shall be as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">RATE</th> <th style="text-align: left;">QUANTITY</th> <th style="text-align: left;">UNIT</th> <th style="text-align: left;">SERVICE</th> </tr> </thead> <tbody> <tr> <td>\$63.15</td> <td>180</td> <td>Ton</td> <td>Transport and land apply class b biosolids between April 15 to October 14 each year</td> </tr> <tr> <td>\$70.78</td> <td>TBD</td> <td>Ton</td> <td>Transport and land apply class b biosolids between October 15 to April 15 each year</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	RATE	QUANTITY	UNIT	SERVICE	\$63.15	180	Ton	Transport and land apply class b biosolids between April 15 to October 14 each year	\$70.78	TBD	Ton	Transport and land apply class b biosolids between October 15 to April 15 each year				
RATE	QUANTITY	UNIT	SERVICE													
\$63.15	180	Ton	Transport and land apply class b biosolids between April 15 to October 14 each year													
\$70.78	TBD	Ton	Transport and land apply class b biosolids between October 15 to April 15 each year													

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted annually beginning on _____, 20__ based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for _____ with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = _____.

Base CPI = _____.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – _____) is at, or exceeds, \$ 4.00 _____ per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – _____ as published by the U.S. Department of Energy's Energy Information Administration for _____ and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gallon - Note1	Fuel Surcharge Adjustment %
< \$(Base Price)	None
Base Price to Base Price plus \$0.049	0.5 %
Base Price plus \$0.05 to Base Price plus \$0.099	1.0 %
Base Price plus \$0.1 to Base Price plus \$0.149	1.5 %

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE:

Base Price = \$3.01 / Gallon

Diesel Price \$/Gallon - Note1	Fuel Surcharge Adjustment %
≤ \$3.00 (Base Price)	None
\$3.01 - \$3.049	0.5 %
\$3.05 - \$3.099	1. %
\$3.10 - \$3.149	1.5 %

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (_____)

GENERAL TERMS AND CONDITIONS

1. **Definitions.** As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis) or (iii) contains PFOA/PFAS levels in excess of any federal or state guidelines or regulations.

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

3. **Services.** Contractor shall provide Contractor Services to Customer.

4. **Price and Adjustments.**

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms

including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

5. **Ownership of Materials.** Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

6. **Rejection or Revocation of Acceptance of Materials.**

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

7. **Change in Conditions Affecting Quality of Materials.**

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

8. **Record Keeping.** Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

9. **Terms of Payment.** Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. **Default Termination.**

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;
- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

C. Non-Default Termination

If the Customer has exercised a discretionary right to early termination that is not based on default, the Contractor will be compensated for early termination costs, including but not limited to, recovery of capital costs, lost profit, demobilization costs, employment severance payments and cost to terminate subcontractors and equipment leases.

11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law. Contractor's liability and out of pocket expenses is capped at the insurance provided in this agreement.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for

each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This provision provides performance (including schedule) and financial relief if a Force Majeure event interferes with the Contractor's performance

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Amendments. This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

21. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign

performance and/or collection to an Affiliate of Contractor without the consent of Customer.

22. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

23. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State of Delaware.

24. No Third Party Liability. Neither this Agreement nor any SubContract is intended to give rise to or recognize any third party beneficiary to this Agreement.

25. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

26. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

27. Notice. Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

Synagro WWT, Inc.
435 Williams Court, Suite 100
Baltimore, MD 21220
Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

28. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

29. Drafting Responsibility. Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

29. Customer Materials. Customer represents and warrants the following with respect to the quality of Customer Materials:

A. Biosolids.

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Land Application of Biosolids. If land application is an Intended Use of Customer Materials, the following shall apply:

a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.

b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

B. Industrial Residuals:

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and



Materials Management Agreement

characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.

5. Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.

6. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. Additional Customer Materials (if any):



ATTACHMENT 4

CONDOR EARTH
2941 Sunrise Blvd., Suite 150
Rancho Cordova, CA 95742
916.783.2060
www.condorearth.com

Condor Project No. 7546B

May 30, 2023

Travis Bohannon, Chief Plant Operator
Rancho Murieta Community Services District
15160 Jackson Road.
Rancho Murieta, CA 95683

Re: RMP/PSM/CalARP Compliance Support for Rancho Murieta Community Services District

Dear Mr. Bohannon:

Condor Earth (Condor) is providing this Proposal to assist in updating the Process Hazard Analysis for the Rancho Murieta Community Services District (RMCS D) water treatment plant (WTP) and wastewater reclamation facility (WWRF). This Proposal for services contains a summary of the required elements of the federal Environmental Protection Agency (EPA) Risk Management Program and California Accidental Release Prevention (CalARP) Program and a description of the assistance Condor proposes for this work. Based on the information provided about the quantity of chlorine used at RMCS D's WTP and WWRF, the processes are subject to CalARP Level 3, Federal RMP Level 3 and state and federal Process Safety Management (PSM) requirements.

The federal EPA Risk Management Program regulation requires an Risk Management Plan (RMP) for handling hazardous chemicals above the threshold quantity (2,500 pounds for chlorine). The federal Occupational Safety and Health Administration (OSHA) Process Safety Management (PSM) regulation apply to chlorine processes above the threshold quantity of 1,500 pounds and the CalARP regulation require an RMP to be developed for chlorine above the threshold quantity of 100 pounds. The three sets of regulations (Risk Management Program, PSM, and CalARP) have similar Process Hazard Analysis (PHA) requirements.

REQUIREMENTS

The RMP rule (40 CFR Part 68) and CalARP have specific requirements for Level 3 processes. The requirements are outlined as follows:

- Facility registration (required to be updated every 5 years)
- Develop and implement a management system for the RMP (required to be updated every 5 years)
- Conduct a hazard assessment (required to be updated every 5 years) and document:
 - Worst-case release scenario analysis
 - Alternative release scenario analysis
 - Offsite impacts to population and environment
 - 5-year accident history

- Develop and implement prevention programs:
 - Process safety information
 - PHA (required to be updated every 5 years or within 6 months of a major change)
 - Operating procedures (required to be certified annually)
 - Training (required refresher training for operators every 3 years)
 - Mechanical integrity
 - Incident investigation
 - Compliance audit (required to be performed every 3 years)
 - Management of change
 - Pre-startup safety review
 - Contractors
 - Employee participation
 - Hot work permits
- Develop and implement an emergency response program (annual coordination of emergency response actions with local fire and emergency response agencies)

SCOPE OF WORK

TASK 1 – PROCESS HAZARD ANALYSIS FOR THE WWRF AND WTP CHLORINE PROCESSES

Pursuant to CalARP regulations (§2760.2), an owner/operator must perform a PHA appropriate to the complexity of the process at least every 5 years. A PHA Update and Revalidation was done on November 11, 2016. CalARP/RMP regulations allow only one update and revalidation between full studies. Therefore, the next PHA was due November 2021. Documentation of the 2021 PHA was not found in Facility or Condor files. Therefore, a PHA update is required to return to compliance. Condor will provide a training session for attendees on the performance of the PHA and HazOp methodology. Condor will facilitate and scribe the PHA to study team's comments and recommendations. A final report in PDF format and editable excel spreadsheet will be provided to RMCS D for documenting management responses, assignment of responsibility estimated and actual completion dates and name of person certifying recommendation completion. CalARP Regulations require PHA recommendations be addressed within 2.5 years.

RMCS D PROJECT PARTICIPATION

Condor anticipates that the RMCS D participation in the project will include the following activities:

1. Provide access to data including but not limited to process safety information, facility description, management system, five-year accident history, operating procedures, emergency response program, mechanical integrity, training, incident investigation, contractors, hot work, process hazard analyses, management of change, pre-startup safety review, employee participation, and compliance audits.
2. Invite a representative of Sacramento County Environmental Management Department (SCEMD) to attend the PHA study.
3. Provide a meeting room with the ability to project PHA study node sheets on a wall or screen for observation by PHA team members.
4. Schedule knowledgeable process operators to attend the study to provide information on the chlorine disinfection process operations.
5. Provide a short, guided tour of the chlorine disinfection process(s).



6. Prepare and/or provide up-to-date chlorine system drawings.
7. Review draft reports and provide comments in a timely manner.

SCHEDULE

Condor estimates this work can begin within 2 weeks of RMCS D's written authorization. Project completion will be dependent upon the responsiveness of RMCS D to information and assistance requests and report reviews.

BUDGET

Condor proposes to provide services on a time-and-materials basis for the performance of the Scope of Work described herein. The estimated cost for providing the services described herein is \$6,600. The estimated cost is based on assumptions included in this Scope of Work and Conditions of Services.

CONDITIONS OF SERVICES

1. RMCS D will perform the activities listed in RMCS D Project Participation above.
2. The Scope of Work is restricted to that which is outlined in this Proposal.
3. The Scope of Work assumes two chlorine systems with a capacity of 8,000 pounds of chlorine at the WTP and 10,000 pounds of chlorine at the WWRF.
4. Changes in the site conditions may impact the Scope of Work and/or require modification of the budget and schedule. Such changes will be discussed with RMCS D as soon as practical for resolution so the project can progress in a timely manner.
5. Review of the structural components of the building and chlorine system for seismic restraint/bracing is not included in this Proposal.
6. No scheduling or other unforeseen difficulties in obtaining data are encountered.
7. Document reviews will be completed within 2 weeks of submission to RMCS D.
8. Guidance and consultation not included in this Scope of Work will be provided on a time-and-materials basis pursuant to the attached Schedule of Fees of the existing contract between RMCS D and Condor.

LIMITATIONS

The PHA will be performed by Condor at the direction of RMCS D for its sole use, the only intended beneficiary of this work. No other party should rely on the information contained herein without the prior written consent of Condor and RMCS D. The PHA study and report, and the opinions, interpretations, conclusions, and recommendations contained within are based on information presented in other documents reviewed as part of this project. The PHA is, therefore, subject to the limitations and qualifications associated with and/or presented in the referenced documents.

Condor does not guarantee, and RMCS D does not expect that all issues of non-conformance will be discovered and corrected during this project. Condor does not provide any guarantee or warranty that compliance with applicable chemical risk management regulations or statutes is proven or accomplished by completing this project. Condor does not provide any guarantee or warranty against chemical releases from the Facility and will be held harmless by RMCS D from any injuries and/or damages that may result from such releases.



Upon acceptance of this Proposal, please sign one copy of the attached Work Order and return to Condor. Please keep a copy for your files.

Thank you for considering Condor to assist you with your environmental compliance needs. Please contact Stewart Workman at 916.601.8075 or sworkman@condorearth.com or Robert Job at 209.536.7340 or rjob@condorearth.com with any questions or comments.

Respectfully,

CONDOR EARTH

Stewart Workman

Stewart Workman
PSM Specialist

Robert Job

Robert Job, PE, CPEA, CPSA
President

Attachments:

- Work Order
- Cost Estimate
- Schedule of Fees

X:\Project\7000_prj\7546B Ranch Murieta CSD 2023 PHA\Contracts_Proposals_CE\P 20230530 RMCS D PHA.docx





CONDOR EARTH
2941 Sunrise Blvd., Suite 150
Rancho Cordova, CA 95742
916.783.2060
www.condorearth.com

WORK ORDER AGREEMENT

We are pleased to acknowledge the following work assignment. CONDOR EARTH TECHNOLOGIES, INC., hereinafter referred to as CONDOR, agrees to perform, and CLIENT agrees to pay for services performed in accordance with the scope of work set forth in this WORK ORDER AGREEMENT (AGREEMENT)* This AGREEMENT supersedes any and all negotiations, correspondence, or agreements either written or oral.

Order Received by:	Stewart Workman	Date: May 30, 2023
Authorized by:	Travis Bohannon, Chief Plant Operator	Project No: 7546B
Invoice to:	Rancho Murieta Community Services District	
	15160 Jackson Road	
	Rancho Murieta, CA 95683	
Name of Job:	Ranch Murieta CSD RMP Assistance	
Location of Job:	Rancho Murieta CSD WTP and WWRF	
Scope of Work:	Process Hazard Analysis per attached Proposal	
Fees to be Charged*:	Time and materials estimate of \$ 6,600	

* The "Terms for Environmental Consulting Services" are part of this AGREEMENT.

** Fee schedule, if attached, is considered part of this AGREEMENT.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT effective on the date signed below by CLIENT.

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

CONDOR EARTH TECHNOLOGIES, INC.

By: _____

By: 

Printed Name: _____

Printed Name: Robert Job, PE, CPEA, CPSA

Position: _____

Position: President, CEO

Date: _____

Date: May 30, 2023

License No.: C51592

TERMS FOR ENVIRONMENTAL CONSULTING SERVICES

1.0 SERVICES PROVIDED/DUTIES AND LIMITATIONS

- a) CONDOR shall perform or cause to be performed those services as set forth in approved Work Order(s) and incorporated herein by reference.
- b) Independent Consultant Status - Except as may otherwise be noted herein, CONDOR shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this Agreement. It is specifically understood that, irrespective of any assignability provisions, CONDOR may retain subcontractors to perform services usually performed by subcontractors and, should CONDOR determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, CONDOR shall obtain prior written approval or subsequent written confirmation from CLIENT.
- c) Maintenance of Professional Standards and Ethics - CLIENT recognizes that CONDOR's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or regulations that apply specifically to CONDOR.
- d) Standard of Care - Services performed by CONDOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- e) Reports - If directed by CLIENT in writing, CONDOR shall provide CLIENT with monthly progress reports summarizing the work performed under this Agreement. Such reports shall be in writing and furnished to CLIENT by the tenth day of each month. CONDOR shall also provide CLIENT with such other reports concerning CONDOR's work progress as CLIENT, in its reasonable discretion, may deem necessary.
- f) Consequential Damages - CLIENT shall not be liable to CONDOR and CONDOR shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or CONDOR, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- g) Limitation of Liability - CLIENT agrees to limit CONDOR's liability to CLIENT and all third parties and construction contractors arising from CONDOR's professional acts, errors or omissions, such that the total aggregate liability of CONDOR to all those named shall not exceed \$6,600. (If CLIENT wishes to discuss higher limits and the charges involved, he should speak with CONDOR.) CLIENT further agrees to limit CONDOR's liability to the same amount for contractors and his subcontractors retained by CLIENT and require an identical limitation of CONDOR's liability for damages suffered by the contractor or the subcontractors arising from CONDOR's professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CONDOR's professional acts, errors or omissions, except as otherwise stipulated herein.
- h) Notification of Hazardous Materials - When hazardous materials are known, assumed or suspected to exist at a site, CONDOR is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that CONDOR deems prudent to minimize physical risks to employees and the public. CLIENT hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed CONDOR. CLIENT also warrants that he has done his best to inform CONDOR of such known or suspected hazardous materials' type quantity and location.

2.0 COMPENSATION AND EXPENSES

- a) Fees - CLIENT shall pay compensation for CONDOR's services and shall pay for CONDOR's reasonable costs incurred in performing the services required by this Agreement as set forth in approved Work Orders. CLIENT agrees that CONDOR's current fee schedule will be the basis for all time-and-materials charges. CLIENT agrees that CONDOR may revise the fee schedule annually. CLIENT will be notified in writing of fee schedule changes.
- b) Timely Payment - CLIENT recognizes that time is of the essence with respect to payment of CONDOR's invoices and that timely payment is a material part of the consideration of this Agreement. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONDOR in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. CLIENT shall pay CONDOR for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the approved Work Order and this Agreement. Invoices will be submitted by CONDOR from time to time, but no more frequently than every two (2) weeks, and shall be due and payable within thirty (30) calendar days of invoice date.

CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONDOR more than thirty (30) calendar days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

If CLIENT fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, CONDOR may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this Agreement (as provided for in Section 8, Suspension) or terminate this Agreement (as provided for in Section 9, Termination). In the event legal action is initiated to enforce payment of any invoiced amounts under this Agreement, CLIENT agrees to pay reasonable expenses to collect payment, including court costs and attorney fees.

- c) Books of Account - CONDOR shall maintain books and accounts of all charges in accordance with generally accepted accounting principles. At

all times during the performance of CONDOR's duties and for a period of one (1) year after completion thereof, CLIENT shall, upon reasonable notice and during business hours, have access to said books and accounts to the extent necessary to verify all charges and costs of CONDOR.

- d) Changed Conditions - CLIENT has relied on CONDOR's judgment in establishing the geotechnical engineering work scope and fee for this project, given the project's nature and risks. CLIENT shall therefore rely on CONDOR's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CONDOR. Should CONDOR call for contract renegotiation, CONDOR shall identify the changed conditions which in CONDOR's professional judgment make such renegotiation necessary, and CONDOR and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to permit CONDOR to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that CONDOR has an absolute right to terminate this Agreement.

3.0 DELAYS

In the event that CONDOR's field or technical work is interrupted due to causes beyond its control, CONDOR shall be compensated for the labor, equipment and other costs CONDOR incurs in order to maintain its workforce for CLIENT's benefit during the interruption, or at CLIENT's option, the various costs CONDOR incurs for demobilization and subsequent remobilization. Compensation to CONDOR shall be based upon CONDOR's current fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability, despite reasonable diligence, to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and CONDOR shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

4.0 CONFIDENTIALITY

- a) CONDOR agrees to keep confidential and not to disclose to any person or entity, other than CONDOR's employees and subcontractors, without the prior consent of CLIENT, all data and information not previously known to and generated by CONDOR, or furnished to CONDOR and marked CONFIDENTIAL by CLIENT in the course of CONDOR's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to CONDOR, or which were acquired by CONDOR independently from third parties not under any obligation to CLIENT to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONDOR, nor shall they be interpreted to in any way restrict CONDOR from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. CLIENT agrees that CONDOR may use and publish CLIENT's name and a general description of CONDOR's services with respect to the project in describing CONDOR's experience and qualifications to other clients and prospective clients. CLIENT also agrees that any patentable or copyrightable concepts developed by CONDOR as a consequence of its service hereunder are the sole and exclusive property of CONDOR.
- b) The technical and pricing information contained in any proposal submitted by CONDOR as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of CONDOR.

5.0 INDEMNIFICATION PROVISIONS/RISKS

- a) Scope of Services Developed by Others - CLIENT recognizes that environmental consulting for a given project begins with development of a scope of services specifically for that project, reflecting the preferences of both CLIENT and CONDOR. If the scope of services for this project was developed by a party other than CONDOR, then as a result, CONDOR can make no claims as to its adequacy, since CONDOR was not involved in or privy to the information and considerations that it reflects. Accordingly, CONDOR would be forced to assume that the scope of services is fully adequate for CLIENT's purposes, since CLIENT issued the work scope, and CONDOR assumes further that CLIENT has an alternative source from which to obtain any needed or desired services not listed. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from CONDOR's failure to perform services limited by or not included in the CLIENT-provided scope of services. CLIENT also agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- b) Information Provided By Others - CONDOR shall indicate to CLIENT the information needed for rendering of service hereunder, and CLIENT shall provide to CONDOR such information as is available to CLIENT. CLIENT recognizes that it is impossible for CONDOR to assure sufficiency of such information, either because it is impossible to do so, or because of errors or omissions that may have occurred in assembling the information. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in documents or other information provided to CONDOR by CLIENT. Further, CLIENT agrees to compensate CONDOR for any time spent or expense incurred by CONDOR in defense of any claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- c) Right to Enter - CLIENT shall provide for CONDOR's right to enter from time to time property owned by CLIENT and/or other(s) in order for CONDOR to fulfill the scope of services indicated hereunder. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in a reduction of the property's value. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, with compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

- d) Buried Utilities - CLIENT will furnish to CONDOR information identifying the type and location of utility lines and other man-made objects beneath the site's surface. CONDOR will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface, furnish to CLIENT a plan indicating the locations intended for these penetrations with respect to which CONDOR has been told are the locations of utilities and other man-made objects beneath the site's surface. CLIENT will approve the location of these penetrations prior to their being made and CLIENT will authorize CONDOR to proceed. CLIENT agrees to waive any claim against CONDOR, and to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from CONDOR's damaging underground utilities or other man-made objects that were not called to CONDOR's attention or which were not properly located on plans furnished to CONDOR. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- e) Jobsite Safety - Insofar as jobsite safety is concerned, CONDOR is responsible solely for CONDOR's employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of CONDOR, nor the presence of CONDOR employees and subcontractors, shall be construed to imply CONDOR has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. CONDOR shall not have the responsibility, authority or ability to remove or correct jobsite hazards. CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. CLIENT also warrants that CONDOR shall be made an additional insured under the General Contractor's general liability insurance policy.
- f) Aquifer Contamination - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which CONDOR will perform on CLIENT's behalf, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- g) Discovery of Unanticipated Hazardous Materials - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONDOR and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONDOR and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for CONDOR to take immediate measures to protect human health and safety, and/or the environment. CONDOR agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages CONDOR to take any and all measures that in CONDOR's professional opinion are justified to preserve and protect the health and safety of CONDOR's personnel and the public, and/or the environment, and CLIENT agrees to compensate CONDOR for the additional cost of such work. In addition, CLIENT waives any claim against CONDOR, and agrees to indemnify, defend and hold CONDOR harmless from any claim or liability for injury or loss arising from CONDOR's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- h) Naturally Occurring Asbestos (NOA) - CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of NOA. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- i) Disposal of Samples - Soil, rock, water and/or other samples obtained from the Project site are the property of CLIENT. CONDOR shall preserve such samples for no longer than forty-five (45) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from CONDOR's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

Due to the risks to which CONDOR is exposed, CLIENT agrees to waive any claim against CONDOR, and to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss arising from CONDOR's containing, labeling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

- j) Drill Cuttings and Fluids - CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, CONDOR will appropriately contain and label such materials; will promptly inform CLIENT that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by CLIENT. CLIENT waives any claim against CONDOR and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on site after their containerization by CONDOR. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- k) Construction-Phase Services - If CONDOR is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Work Order, then this phase applies. For the specified assignment, CONDOR will report observations and professional opinions to CLIENT. No action of CONDOR or CONDOR's site representative can be construed as altering any AGREEMENT between CLIENT and others. CONDOR will report to CLIENT any observed geotechnically or environmentally related

work which, in CONDOR's professional opinion, does not conform with plans and specifications. CONDOR has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CONDOR's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

CONDOR will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

- l) Joint and Several Liability - If hazardous materials are encountered in this project, it is possible that the concept of joint and several liability could be construed to make CONDOR partly or wholly responsible for damages created directly or indirectly by the hazardous materials. CLIENT agrees that it would be unfair for CONDOR to be exposed to such an action because CONDOR had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold CONDOR responsible for creating a hazardous materials condition or permitting one to exist. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- m) Indemnification by CONDOR - CONDOR agrees to hold harmless and indemnify CLIENT from and against liability arising out of CONDOR's negligent performance of the work, subject to any limitations, other indemnifications or other provisions CLIENT and CONDOR have agreed to. Under no circumstances, however, shall CONDOR have any obligation to defend independently or collectively CLIENT or other Indemnified Parties from and against liability for damages that may arise or be attributed to work performed by CONDOR under this Agreement. Nor shall CONDOR have any obligation to pay for or compensate any party for their defense costs or fees.
- n) Extension of Protection - CLIENT agrees to extend any and all limitations, indemnifications and waivers provided by CLIENT to CONDOR to those individuals and organizations CONDOR retains for proper execution of the work. These shall be deemed to include, but not necessarily be limited to, CONDOR's officers and employees and their heirs and assigns, as well as CONDOR's agents, subconsultants and subcontractors and their officers, employees, heirs and assigns.
- o) Subsurface Risks - CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that CONDOR properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and CLIENT recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change. CLIENT realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by CONDOR to help reduce them to that level deemed tolerable by CLIENT. CONDOR is available to explain these risks and risk reduction methods to CLIENT but, in any event, the scope of services included with this Agreement is that which CLIENT agreed to or selected in light of his own risk preferences and other considerations.
- p) Holding CONDOR Harmless - CLIENT understands that "holding CONDOR harmless" would, among other things, require CLIENT to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any claim for which CLIENT has agreed to indemnify CONDOR, and that such compensation will be based upon CONDOR's current fee schedule and expense reimbursement policy.

6.0 OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by CONDOR as instruments of service shall remain the property of CONDOR. CONDOR shall retain these records for a period of one (1) year following submission of reports related to the scope of work included in approved Work Orders, during which period they will be made available to CLIENT at all reasonable times.

7.0 DISPUTE RESOLUTION

- a) Curing a Breach - In the event either party believes that the other has committed a material breach of this Agreement, the party maintaining such a belief shall issue a termination notice to the other identifying the facts as perceived, and both parties shall bargain in good faith to cure the causes for termination as stated in the termination notice. If such a cure can be effected prior to the date by which termination otherwise would be effective, both parties shall commit their understanding to writing, and termination shall not become effective. If in curing an actual or alleged breach either party shall waive any rights otherwise inuring to them by virtue of this Agreement, such waiver shall not be construed to in any way affect future application of the provision involved or any other provision.
- b) Arbitration - All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement of the breach thereof, shall be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.

8.0 SUSPENSION

Upon fourteen (14) calendar days' written notice to CONDOR, CLIENT may suspend CONDOR's work. If payment of CONDOR's invoices is not maintained on a thirty (30) calendar day current basis by CLIENT, CONDOR may by giving fourteen (14) calendar days' written notice to CLIENT suspend further work until payment is restored to a current basis. Suspension for any reason exceeding forty-five (45) calendar days shall, at CONDOR's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both CLIENT and CONDOR, and CONDOR shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government agencies. Compensation to CONDOR shall be based upon CONDOR's current fee schedule and expense reimbursement policy.

9.0 TERMINATION

CLIENT or CONDOR may terminate this Agreement for reasons identified elsewhere in this Agreement, or for other reasons which may arise. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CLIENT shall within thirty (30) calendar days of termination remunerate CONDOR for services rendered and costs incurred, in accordance with CONDOR's current fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.

10.0 MISCELLANEOUS

- a) Governing Law - The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
- b) Waiver - The parties agree that a waiver of breach of one term, covenant, or condition of this Agreement is not a waiver of breach of others, nor of subsequent breach of the one waived.
- c) Severability - CLIENT and CONDOR have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, CLIENT and CONDOR will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
- d) Headings - The headings contained in this Agreement are for convenience of reference only and in no way limit or define the scope of this Agreement.
- e) Attorneys' Fees - Should any litigation be commenced between the parties to this Agreement concerning this Agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled to, in addition to such other relief as may be granted, a reasonable sum as and for its attorney fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.
- f) Assignment - Neither this Agreement nor any interest therein shall be assigned by either party without the written consent of the other.
- g) Binding on Heirs - This Agreement shall be binding on and shall inure to the benefit of the heirs, executor, administrators, successors and assigns of the parties hereto.

Cost Estimate
Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683

Prepared by: Condor Earth

Condor Project: 7546B PHA

Date: May 30, 2023

Description	Units	Rate	Cost	Subtotal	Total
Task 1: Process Hazard Analysis					
Senior PSM Specialist	1	\$197	\$197		
PSM Specialist - Prep	4	\$159	\$636		
PSM Specialist - Onsite	8	\$159	\$1,272		
PSM Specialist - Write-up	20	\$159	\$3,180		
Travel	1	\$159	\$159		
Vehicle	1	\$60	\$60		
Mileage	32	\$0.625	\$20		
Technical Editor	5	\$82	\$410		
Sub-total				\$5,934	
Project Management				\$593	
					\$6,527
			Rounded		\$6,600

**CONDOR EARTH
SCHEDULE OF FEES
2023**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal	255.00
Principal Engineer/Geologist.....	228.00
Project Director	217.00
Project/Senior Manager	191.00
TECHNICAL	
Senior Geotechnical Engineer	217.00
Registered Geotechnical Engineer	207.00
Certified Hydrogeologist/Engineering Geologist.....	207.00
Senior Geologist/Engineer/Environmental Specialist	197.00
Senior Process Safety Management Specialist.....	197.00
Unmanned Aerial System (UAS) Specialist.....	159.00
GIS Programmer/Analyst.....	159.00
Process Safety Management Specialist	159.00
Resident Construction Inspector.....	159.00
Associate Geologist/Engineer/Environmental Specialist	159.00
Aboveground Storage Tank (AST) Certified Inspector.....	159.00
Staff Geologist/Engineer/Environmental Specialist	144.00
GIS Technician.....	133.00
Engineering Assistant.....	117.00
Senior Technician.....	111.00
Draftsperson	106.00
Technician	91.00
MATERIALS TESTING *	
MTSI Project/Laboratory Manager	133.00
Certified Welding Inspector	127.00
Special Inspector	106.00
Senior Materials Technician.....	101.00
Materials Technician	85.00
SUPPORT STAFF	
Senior Project Administrator.....	138.00
Administrative Specialist.....	111.00
Project Coordinator	111.00
Technical Editor	82.00
Administrative Assistant	76.00
MISCELLANEOUS	
Overtime (all Saturday work is overtime).....	(1.3 times rate)
Double-time (all Sundays and Holidays).....	(1.7 times rate)
Litigation Support.....	300.00 – 400.00
NON-LABOR CHARGES	
Vehicle charge	\$60 per day plus 65.5 cents per mile
Unit Charges per Condor Unit Fee Schedule	
Billable Field Equipment per Condor Billable Field Equipment Schedule	
Laboratory Charges per Condor Laboratory Fee Schedule	
*A 2-hour minimum charge will be applied to all field services, and a 4-hour minimum will be applied for the cancellation of work within 24 hours of scheduled field work.	
OUT-OF-POCKET EXPENSES	
Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.	
PREVAILING WAGE	
Refer to Condor Prevailing Wage Schedule of Fees	

