

**PROFESSIONAL SERVICES AGREEMENT WITH GEOLOGIC ASSOCIATES, INC., IN THE AMOUNT OF \$323,961, FOR THE TERM BEGINNING UPON EXECUTION OF THE AGREEMENT THROUGH JUNE 30, 2027, FOR CONSTRUCTION MANAGEMENT AND CONSTRUCTION QUALITY ASSURANCE SERVICES FOR SOUTH COAST LANDFILL FINAL CLOSURE**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and GeoLogic Associates, Inc., a California Corporation, hereinafter referred to as the "CONSULTANT".

**WITNESSETH**

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

WHEREAS, COUNTY desires to obtain CONSULTANT for its construction management and construction quality assurance services for South Coast Landfill final closure construction; and,

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

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

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information
- Exhibit E Department of Industrial Relations Compliance with SB 854

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2027.

The compensation payable to CONSULTANT hereunder shall not exceed Three Hundred Twenty-Three Thousand Nine Hundred Sixty-One Dollars (\$323,961) for the term of this Agreement.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: Howard N. Dashiell  
HOWARD N. DASHIELL, Director  
TRANSPORTATION

Date: 7/2/2025

Budgeted:  Yes  No

Budget Unit: 4511

Line Item: 862189

Org/Object Code: LC

Grant:  Yes  No

Grant No.: N/A

**COUNTY OF MENDOCINO**

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 07/29/2025

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 07/29/2025

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

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 07/29/2025

**INSURANCE REVIEW:**

By: Darcie Antle  
Risk Management

Date: 07/02/2025

**CONSULTANT/COMPANY NAME**

By: John M. Hower  
SIGNATURE John M. Hower, Senior VP

Date: July 3, 2025

**NAME AND ADDRESS OF CONSULTANT:**

GeoLogic Associates

775 Baywood Drive, Suite 305

Petaluma, California 94954

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By: Go DN  
COUNTY COUNSEL

Date: 07/02/2025

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Se Omi  
Deputy CEO or Designee

Date: 07/02/2025

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

Exception to Bid Process Required/Completed

Mendocino County Business License: Valid

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

## **GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this

Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit B hereto as funding permits.

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

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

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

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports

and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

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

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

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

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

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

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: Mendocino County Department of Transportation  
340 Lake Mendocino Drive  
Ukiah, CA 95482  
Attn: Alex Straessle

To CONSULTANT: Geo-Logic Associates  
775 Baywood Drive, Suite 305  
Petaluma, California, 94954  
ATTN: Richard Mitchell

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

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

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
  - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

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

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

16. **AUDITS; ACCESS TO RECORDS:** The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California,

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

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its construction management and quality control assurance services shall not exceed \$323,961 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON-APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set

forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT's receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONSULTANT and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to COUNTY, or

represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this Agreement.

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

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

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONSULTANT shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. COUNTY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONSULTANT's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each

party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

#### **Task 1 Project Management**

##### **1.1 Project Initiation and Work Plan**

The objective of this Subtask is to set up the project and to prepare a project-specific Work Plan. Work will include:

- Construction Document Review and Forms. As part of this task, Consultant will complete an internal review of the construction documents and prepare sets of documents and field forms that will be used and maintained by the field staff for the duration of this project.
- Permits and CEQA Mitigation Requirements. Work under this task will include review of applicable state and federal permits and an assessment of whether all permit-required items have been addressed. The work will also include an evaluation of existing CEQA Mitigation Requirements and an assessment of special project provisions that may need to be incorporated into the project. The results of this analysis will be included in the Project Work Plan that is described below.
- Identification of Utilities and Right-of-Way. Work under this task will include review of County records to assess whether right-of-way agreements that could affect the work are in place between adjacent property owners and the County. A utility survey will also be performed using County records to identify known utilities that potentially could affect the project.
- Project Work Plan. The Project Work Plan will include project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and Quality Control Plan. The Project Work Plan will include project authority, communications, and project documentation including the items listed in the RFP. The Work Plan will also include the results of the permit, CEQA, utility, and right-of-way evaluations described above.

##### **1.2 Project Meetings**

Meetings for this project are:

- Kick-Off Meeting. Consultant will coordinate and schedule a kick-off meeting with the County to summarize the results of their data review; introduce their project team; summarize their standard field procedures; identify contingencies for various conditions and/or situations that may be encountered during construction; and identify County requirements, procedures, or concerns that should be addressed during the project. Consultant will prepare an agenda for the meeting, record the meeting attendees, and prepare meeting minutes within one week. The kick-off meeting will include a site tour with principal project and County personnel.

- Pre-Bid Meeting. Work under this task will include attending and leading the pre-bid meeting at the project site. As part of this task, Consultant will prepare an agenda and other necessary materials (if any) and provide them to the County for review at least five days prior to the meeting.
- Preconstruction Meeting. This task will include preparing an agenda and leading the preconstruction meeting with the County and the Contractor that is selected for the work. The location of the meeting will be at an arranged location or by video conference, and Consultant will provide the agenda to meeting participants at least five days prior to the meeting. The design engineer will also be invited. Information to be provided at the meeting will include final construction-ready Plans, Specifications, and the CQA Plan if these documents have been modified in any way since the contract was awarded. Typical preconstruction meeting agenda items include:
  - Parties to the Project and Principal Contacts
  - Project Documents and Special Requirements
  - Project Schedule
  - Project Health and Safety
  - Submittals and Requests for Information (RFIs)
  - Change Orders and Invoicing Procedures
  - Site Requirements and Hours of Operation
  - Contractor Operations
  - Project Surveys
  - Construction Meetings
  - Additional Items

Consultant will compile a list of attendees and prepare draft and final meeting notes within one week following the meeting.

- Weekly Construction Meetings. Work includes scheduling, chairing, and documenting weekly meetings. Depending on the work being performed, the meetings will be held on site or by video conference. Meeting participants are expected to include the County, Consultant management and field CQA representatives, and the Contractor (and subcontractors as appropriate). Regulatory agency personnel may also be invited, if appropriate. Typical weekly meeting agenda items include:
  - Project Health and Safety
  - Change Orders
  - Materials and Submittals
  - Field and Laboratory Testing
  - Previous Work Performed and Planned (3-Week Look Ahead)
  - Contractor RFIs and Requests for Clarification
  - Project Schedule and Contract Compliance
  - Other Items

Draft meeting minutes will be circulated to the project team following the meeting and will then be finalized following review and transmitted to project team members

### **1.3 Project Schedule and Budget Management**

Project management work performed under this subtask will include the following work items and elements:

- Managing the Project Schedule. This work will include obtaining an initial project schedule from the Contractor and ensuring that it is updated as needed during the project. The project schedule will be a regular agenda item to be addressed and updated as needed at each meeting. Consultant will proactively manage the project schedule to ensure the critical path items such as utility coordination, submittal reviews, material deliveries, and potentially conflicting work items are identified and addressed by project participants as soon as practicable. The updated schedule will be published with the weekly meeting minutes.
- Managing and Administering the Project Budget. This work includes managing the project costs through timely and thorough reviews of the Contractor's payment requests. This review will include assessment of the Contractor's Prevailing Wage Certified Payroll documentation. On completion of this evaluation, Consultant will provide the County a recommendation regarding payment and contract compliance. This evaluation will include a written summary of work completed, the monthly invoice amount, the total amount spent to date, and the remaining budget. The work will also include monthly Consultant and Consultant subcontractor invoicing, with each invoice accompanied by a summary of work performed during the period, the invoice amount, total amount spent to date, and remaining budget.

### **1.4 Prevailing Wage Labor Compliance**

Work under this task will include reviewing: (i) the Contractor's and any Consultant subcontractor's certified payroll records for compliance with prevailing wage requirements; (ii) field labor compliance and EEO interview that will be performed by County staff; and (iii) monitoring the Contractor's apprenticeship programs to verify compliance with state and federal laws.

### **1.5 Weekly Status Reports**

Work under this subtask will be preparing Weekly Status Reports to the County that will provide information needed for the County to assess project performance, schedule, and budget. The reports will provide summaries by task that address problems encountered, percent of services completed, schedule, issues currently being addressed, and other items that may be significant.

## **Task 2 Engineering Services During Construction**

### **2.1 Surveying and Survey Review**

Work under this subtask will include:

- Survey Control. Consultant will establish at least one benchmark and primary control points (if necessary) outside the limits of the work area. The benchmark will include an embedded steel rod and cap that will be set in pavement outside of trafficked areas. The benchmark horizontal datum will be NAD 83 and the vertical control will be NAVD 88. Coordinates will be provided in a north latitude/west longitude and in California State Plane Zone 2 coordinates.
- Survey Review. This work will include review of the Contractor's survey submittals (including the Digital Terrain Model) for consistency with the specifications, accuracy, and compliance with the project requirements.
- Survey Verification. This work will include survey verifications, if necessary, or as requested by the County.

### **2.2 Permits, CEQA, Utility, and Rights-of-Way Coordination**

The purpose of this task is to monitor the construction work to verify that the permit, CEQA, and right-of-way requirements identified in Subtask 1.1 have been addressed. The work will also include coordination of utilities if necessary. This work will be implemented by regular inspections, review of contractor-provided documentation, or other methods that may be applicable and relevant.

### **2.3 Submittal Review**

Work under this task will include review and approval of Contractor submittals for the project. Consultant will prepare a submittal log to ensure that all required submittals are provided, reviewed, revised as necessary, and approved. For the purposes of submittal review, Consultant will use their standard review and documentation forms unless alternative forms are required and provided by the County.

All submittals and submittal correspondence will be retained in the project file and approved submittals will be compiled in the Draft Construction Certification Report that will be prepared concurrently with the construction project. Material submittals that do not strictly meet a Technical Specification but appear to meet the intent of the specification will be reviewed and approved by the Engineer before acceptance. Consultant will also notify the NCRWQCB if any materials that fall into this category are tentatively approved for use to obtain staff input and concurrence before final acceptance.

### **2.4 Construction Inspection and Management**

Work under this task will include:

- Photo documentation to record preconstruction conditions for the project site and adjacent properties.
- Maintaining a photo log for construction, including descriptions of the work being

performed.

- Daily inspections and preparation of construction daily reports.
- Perform special inspections of the Contractor's work.
- Assisting the County with the interpretation of plans and specifications.
- Assisting the County with negotiating and preparing Change Orders.
- Maintaining records to assess Contractor claims for extra work.

Additional information regarding the daily construction inspections and photo logs is summarized under Task 3.1 below.

## **Task 3 CQA Plan Implementation (Task 3)**

### **3.1 CQA Field Monitoring**

Work under this task will include providing all labor and equipment required to complete the scope of CQA monitoring and testing services identified in the RFP, CQA Plan, and Technical Specifications for the project. Principal activities associated with this task are summarized below.

#### **General Earthwork Monitoring and Testing**

General earthwork performed by the Contractor will be observed, tested, and documented by Consultant field CQA personnel in accordance with the CQA Plan and Technical Specification requirements. Field CQA personnel will collect samples and ship them to the geotechnical testing laboratory for index property (classification and grain size analysis) and compaction testing at no less than the frequency listed in the CQA Plan for the project. The anticipated numbers of these tests are identified in the cost tables included with this proposal.

The field moisture and density will be tested using calibrated and properly maintained nuclear density gauges (density gauge calibration and maintenance certifications will be included in a Certification Report appendix) at no less than the frequency specified by the construction documents. Additional tests may be performed at the discretion of the CQA Monitor or at the request of the contractor. The nuclear density tests will be confirmed by field sand cone or drive tube samples and by moisture content by oven or microwave methods.

All nuclear gauge and associated confirmation test results will be entered into final, "report-ready" spreadsheets that will be updated each day that data are collected or available. Field forms will similarly be scanned, archived, and added to the draft Certification Report that will be continuously compiled during the project.

#### **Observations and Testing During Geosynthetic Deployment**

Principal CQA activities associated with geosynthetic material delivery, deployment, installation, and testing will include:

- Review of initial contractor submittals for compliance with the Project Specifications.

- Geosynthetic material conformance sample collection and laboratory testing in accordance with the CQA Plan and Technical Specifications.
- Identification of field destructive seam test locations, observation of seam sample collection by the Contractor, seam sample shipment, seam sample laboratory testing, and review of the seam sample test results.
- Observation and documentation of the Contractor's installation and quality control procedures.

Consultant will independently record all the information recorded by the Contractor regarding quality control tests, panel layout, inventory control, and field seam test results, field seam identifications, and related information. This independent information may be used to resolve record discrepancies, quantities, or other questions at the end of the project. As summarized in more detail under Task 2.5 (Field Documentation), the field records will be reviewed, approved, and added to the Draft Construction Certification Report as each portion of the work is completed.

### **Field Documentation**

In addition to CQA field forms and documentation, all field CQA personnel will maintain a Daily Field Report (DFR) during each day they are on the site. Each DFR will provide a narrative summary of the work performed, relevant observations, site visitors, unusual occurrences, contractor hours, equipment used, and related information. In addition to the DFR, each CQA Monitor will compile a digital photographic record each day. These photographs will be archived by date and the photograph file name will include a descriptor of the work shown. Selected and representative photographs that show the work performed during the day will be appended to the DFR and will include a caption that describes what it shows and its significance to the project. The field forms will be signed and dated each day.

At the end of every working day, the CQA Monitor will collect the field forms and review them for completeness and/or discrepancies that may require immediate attention. The CQA Monitor will also be responsible for updating and maintaining the running summary and final "report-ready" documentation of field and laboratory test data and results. At the end of each week, the CQA Monitor will transmit the compiled DFRs and report-ready field forms to the CQA Engineer for final review, approval, and signature.

## **3.2 Material Sampling and Laboratory Testing**

Laboratory testing for this project will include:

- Soil laboratory testing, including index properties and compaction characteristics.
- Geosynthetic conformance tests.
- Destructive testing of geomembrane seams.

The geosynthetic conformance tests will be performed by TRI. As part of its scope of work, TRI will provide in-plant sampling and shipping of actual materials used for the project. In this manner, the conformance test results will be available much earlier than if the materials were manufactured, delivered to the site, sampled, shipped to the laboratory, and then tested. The

laboratory test methods and test frequencies are summarized in the cost tables included with this proposal.

### **3.3 Other Material Testing**

This subtask is reserved for testing of other materials associated with landfill improvements that are outside of those required in the CQA Plan. These tests may include:

- Compaction testing.
- Gradation and sand equivalent.
- Asphalt concrete temperature monitoring.
- Hot mix asphalt core density.
- Concrete compressive strength.

## **Task 4 Construction Certification Report**

The objective of this task is to prepare a thorough Construction Certification Report that is complete, correct, and that will be easy for the NCRWQCB to review and approve. The report will be signed and stamped by the CQA Officer for the project and will include a summary narrative describing the construction activities, CQA activities, identifying relevant project personnel and onsite schedules, including a discussion of all required quality assurance and quality control testing (procedures, protocols, required and actual testing frequencies, failed tests, procedures to correct failed areas, documentation of re- tests, etc.), discussion of design clarifications or changes. Relevant project documentation will be appended to the report and will include:

- Appendix A - Project Correspondence.
- Appendix B - Construction Documents (Plans, Specifications, CQA Plan).
- Appendix C - Daily Field Reports and Photographs.
- Appendix D - Material Submittals.
- Appendix E – Soil and Geosynthetic Laboratory Testing Results.
- Appendix F – Field Monitoring and Testing Documentation.
- Appendix G – Record Drawings (As-Built Drawings).

The Certification Report will include a signed and stamped certification by a licensed California professional that the project was constructed in general accordance with the permitted design and any approved revisions. A Draft Construction Certification Report meeting the requirements of Title 27 CCR will be submitted to the County for review. After County review and approval, Consultant will prepare and deliver four copies of the Final Construction Certification Report to the County for submittal to the NCRWQCB.

## **Task 5 Project Closeout**

Work under this task will include assisting the County, as requested, with postconstruction-related tasks such as:

- Performing final observation of the project upon completion and providing written certification of substantial conformity with construction documents.
- Collecting all written warranties provided by vendors, manufacturers, and Contractor.
- Verifying final quantities and preparing a final estimate for the work.
- Evaluating and documenting significant changes in quantities.
- Evaluation of liquidated damages if any.
- Preparing other estimates, summaries, claims evaluations, or other documentation that may be requested.
- Providing the original project records.
- Assisting the County with dispute resolution.

[END OF DEFINITION OF SERVICES]

## **EXHIBIT B**

### **PAYMENT TERMS**

1. CONSULTANT shall be compensated on a time-and-expense basis not-to-exceed Three Hundred Twenty-Three Thousand Nine Hundred Sixty-One Dollars (\$323,961), in accordance with the Cost Estimate, included as Attachment 1 to Exhibit B, to this Agreement. This fee shall not be exceeded without the prior written authorization from COUNTY. Unit rates stated in Cost Estimate, included in Attachment 1 to Exhibit B include, without limitation, salary, fringe benefits, overhead, and profit and shall not be billed separately.
2. The labor rates listed in Attachment 1 to Exhibit B shall remain constant for the term of the Agreement, with the exception of staff positions subject to California Prevailing Wage determinations; in the case of an increase in California prevailing wage rates, the billing rates for any positions subject to those increases may be adjusted by the amount of the corresponding prevailing wage rate increase.
3. COUNTY shall pay CONSULTANT for all work requested upon the satisfactory completion of said work.
4. CONSULTANT 's statement of charges shall be submitted to COUNTY on a monthly basis, during months when work is performed.
5. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT 's invoice.

## ATTACHMENT 1 TO EXHIBIT B

### COST ESTIMATE

The estimated fee for this scope of services is \$323,961. A detailed breakdown is provided in Tables 1-3 below. This cost estimate is for budget purposes and all work performed will be invoiced on a time-and-materials, not-to-exceed basis, based on actual staff providing the service, using the current approved rates. The overall budget will not be exceeded without prior approval from COUNTY. Mileage and per diem will be billed at the current approved federal rates. Reimbursable charges will be invoiced as indicated in Tables 1-3 below.

<b>Table 1</b>	
<b>TOTAL ESTIMATED CONSTRUCTION MANAGEMENT AND CONSTRUCTION QUALITY ASSURANCE COSTS</b>	
<b>South Coast Landfill Final Closure Project</b>	
<b>TASK 1 CONSTRUCTION AND PROJECT MANAGEMENT</b>	
Subtask 1.1 Contacts, Data, and Forms	See Note 1
Subtask 1.2 Project Initiation and Work Plan	\$ 8,110.00
Subtask 1.3 Project Meetings	\$ 38,770.00
Subtask 1.4 Project Schedule and Budget Management	\$ 6,500.00
Subtasks 1.5 Prevailing Wage and Labor Compliance	\$ 8,776.67
Subtask 1.6 Weekly Status Reports	\$ 8,186.67
<b>Task 1 Subtotal</b>	<b>\$ 70,343.33</b>
<b>TASK 2 ENGINEERING SERVICES DURING CONSTRUCTION</b>	
Subtask 2.1 Surveying and Survey Review	\$ 7,252.00
Subtask 2.2 Permits, CEQA, Utility, and Right-of-Way Coordination	\$ 3,300.00
Subtask 2.3 Submittal Review	\$ 4,000.00
Subtask 2.4 Construction Inspection and Management (See Note 2 and Table 2)	\$ 2,500.00
<b>Task 2 Subtotal</b>	<b>\$ 17,052.00</b>
<b>TASK 3 CQA PLAN IMPLEMENTATION</b>	
Subtask 3.1 Field Monitoring	\$ 211,900.00
Subtask 3.2 Material Sampling and Laboratory Testing	\$ 17,165.60
Subtask 3.3 Other Material Testing (On Request)	\$ -
<b>Task 3 Subtotal</b>	<b>\$ 229,065.60</b>
<b>TASK 4 CONSTRUCTION CERTIFICATION REPORT</b>	<b>\$ 5,000.00</b>
<b>TASK 5 PROJECT CLOSEOUT</b>	<b>\$ 2,500.00</b>
<b>TOTAL PROJECT ESTIMATE</b>	<b>\$ 323,960.93</b>
<b>2023 Low Cost Project Bid</b>	<b>\$ 4,649,370.00</b>
<b>Construction and Project Management and Project Closeout as a Percent of</b>	<b>2%</b>
<b>Engineering Services, CQA Plan, Certification Report as a Percent of Cost</b>	<b>5%</b>

**NOTES:**

1. There are no specific costs associated with this task. Incidental costs, if any, will be accommodated in Subtask 1.2.
2. Costs for Subtask 2.4 are provided as a contingency against special inspections outside the normal scope of CQA monitoring that may be required. Other work under this subtask is accounted for by the costs associated with Subtasks 1.3, 2.3, and 3.1.

**Table 2**  
**LABOR AND EXPENSE COST**  
**South Coast Landfill Final Closure Project**

TASK	UNIT RATE	UNITS	NO. UNITS	EXTENDED COST
<b>PROJECT MANAGEMENT (TASK 1)</b>				
<b>PROJECT INITIATION AND WORK PLAN (SUBTASK 1.1)</b>				
<b>Kick-Off Meeting (Video Conference Assumed)</b>				
Labor (CQA Officer)	\$ 340.00	hours	4	\$ 1,360.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	4	\$ 960.00
<b>Construction Documents and Forms</b>				
Labor (CQA Officer)	\$ 340.00	hours	0	\$ -
Labor (Asst. CQA Officer)	\$ 240.00	hours	0	\$ -
<b>Permits and CEQA Mitigation Requirements</b>				
Labor (CQA Officer)	\$ 340.00	hours	1	\$ 340.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	4	\$ 960.00
<b>Utilities and Right-of-Way</b>				
Labor (CQA Officer)	\$ 340.00	hours	0.5	\$ 170.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	4	\$ 960.00
<b>Project Work Plan</b>				
Labor (CQA Officer)	\$ 240.00	hours	4	\$ 960.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	10	\$ 2,400.00
<b>SUBTASK 1.1 TOTAL</b>				<b>\$ 8,110.00</b>
<b>PROJECT MEETINGS (SUBTASK 1.2)</b>				
<b>Pre-Bid Meeting (Site)</b>				
Labor (CQA Officer)	\$ 340.00	hours	8	\$ 2,720.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	0	\$ -
Labor (Staff Engineer)	\$ 165.00	hours	0	\$ -
Mileage	\$ 0.70	miles	150	\$ 105.00
<b>Pre-Construction Meeting (Video-Conference)</b>				
Labor (CQA Officer)	\$ 340.00	hours	4	\$ 1,360.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	4	\$ 960.00
Labor (Staff Engineer)	\$ 165.00	hours		\$ -
Mileage	\$ 0.70	miles	0	\$ -
<b>Weekly Construction Meeting (Video-Conference)</b>				
Labor (CQA Officer)	\$ 340.00	hours	15	\$ 5,100.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	60	\$ 14,400.00
Labor (Staff Engineer)	\$ 165.00	hours	0	\$ -
Mileage	\$ 0.70	miles	0	\$ -
<b>Weekly Construction Meeting (Site)</b>				
Labor (CQA Officer)	\$ 340.00	hours	40	\$ 13,600.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	0	\$ -
Labor (Staff Engineer)	\$ 165.00	hours	0	\$ -
Mileage	\$ 0.70	miles	750	\$ 525.00
<b>SUBTASK 1.2 TOTAL</b>				<b>\$ 38,770.00</b>
<b>PROJECT SCHEDULE AND BUDGET MANAGEMENT (SUBTASK 1.3)</b>				
Labor (CQA Officer)	\$ 340.00	hours	5.0	\$ 1,700.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	20	\$ 4,800.00
Labor (Staff Engineer)	\$ 165.00	hours	0	\$ -
Mileage	\$ 0.70	miles	0	\$ -
<b>SUBTASK 1.3 TOTAL</b>				<b>\$ 6,500.00</b>

**Table 2**  
**LABOR AND EXPENSE COST**  
**South Coast Landfill Final Closure Project**

TASK	UNIT RATE	UNITS	NO. UNITS	EXTENDED COST
<b>PREVAILING WAGE LABOR COMPLIANCE (SUBTASK 1.4)</b>				
Labor (CQA Officer)	\$ 340.00	hours	5	\$ 1,586.67
Labor (Asst. CQA Officer)	\$ 240.00	hours	9	\$ 2,240.00
Labor (Administrative Assistant II)	\$ 165.00	hours	30	\$ 4,950.00
Mileage	\$ 0.70	miles	0	\$ -
<b>SUBTASK 1.4 TOTAL</b>				<b>\$ 8,776.67</b>
<b>WEEKLY STATUS REPORTS (SUBTASK 1.5)</b>				
Labor (CQA Officer)	\$ 340.00	hours	5	\$ 1,586.67
Labor (Asst. CQA Officer)	\$ 240.00	hours	0	\$ -
Labor (Staff Engineer)	\$ 165.00	hours	40	\$ 6,600.00
Mileage	\$ 0.70	miles	0	\$ -
<b>SUBTASK 1.5 TOTAL</b>				<b>\$ 8,186.67</b>
<b>ENGINEERING SERVICES DURING CONSTRUCTION (TASK 2)</b>				
<b>SURVEYING AND SURVEY REVIEW (SUBTASK 2.1)</b>				
<b>Survey Control</b>				
Pope Engineering (LS Cost Assumed)	NA	hours	NA	\$ 5,000.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	1	\$ 240.00
<b>Survey Review</b>				
Labor (CQA Officer)	\$ 340.00	hours	1	\$ 340.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	2	\$ 480.00
CADD/GIS/Database Manager II	\$ 149.00	hours	8	\$ 1,192.00
<b>Survey Verification (on Request Only)</b>				
Labor (CQA Officer)	\$ 340.00	hours	0	\$ -
Labor (Asst. CQA Officer)	\$ 240.00	hours	0	\$ -
CADD/GIS/Database Manager II	\$ 149.00	hours	0	\$ -
<b>SUBTASK 2.1 TOTAL</b>				<b>\$ 7,252.00</b>
<b>PERMITS, CEQA, UTILITIES, R-O-W COORDINATION (SUBTASK 2.2)</b>				
Labor (CQA Officer)	\$ 340.00	hours	0	\$ -
Labor (Asst. CQA Officer)	\$ 240.00	hours	0	\$ -
Labor (Staff Engineer)	\$ 165.00	hours	20	\$ 3,300.00
CADD/GIS/Database Manager II	\$ 149.00	hours	0	\$ -
<b>SUBTASK 2.2 TOTAL</b>				<b>\$ 3,300.00</b>
<b>SUBMITTAL REVIEW (SUBTASK 2.3)</b>				
Labor (CQA Officer)	\$ 340.00	hours	4	\$ 1,360.00
Labor (Asst. CQA Officer)	\$ 240.00	hours	0	\$ -
Labor (Staff Engineer)	\$ 165.00	hours	16	\$ 2,640.00
CADD/GIS/Database Manager II	\$ 149.00	hours	0	\$ -
<b>SUBTASK 2.3 TOTAL</b>				<b>\$ 4,000.00</b>
<b>CONSTRUCTION INSPECTION AND MANAGEMENT (SUBTASK 2.4)</b>				
Labor (CQA Officer)	\$ 340.00	hours	0	\$ -
Labor (Asst. CQA Officer)	\$ 240.00	hours	0	\$ -
Labor (Staff Engineer)	\$ 165.00	hours	0	\$ -
CADD/GIS/Database Manager II	\$ 149.00	hours	0	\$ -
<b>SUBTASK 2.4 TOTAL</b>				<b>\$ 2,500.00</b>

**Table 2**  
**LABOR AND EXPENSE COST**  
**South Coast Landfill Final Closure Project**

TASK	UNIT RATE	UNITS	NO. UNITS	EXTENDED COST
<b>IMPLEMENT CQA PLAN (TASK 3)</b>				
Labor (Prevailing Wage)	\$ 143.00	hours	1120	\$ 160,160.00
Labor (Overtime)	\$ 143.00	hours	0	\$ -
Per Diem (6 Days Per Week)	\$ 210.00	days	120	\$ 25,200.00
Field Vehicle	\$ 17.00	hours	1120	\$ 19,040.00
Compaction Testing Equipment (50% Time Required)	\$ 200.00	weeks	10	\$ 2,000.00
<b>CQA Officer/Asst. CQA Officer</b>				
Labor (Assume 1 Hour/Week)	\$ 240.00	hours	20	\$ 4,800.00
Per Diem	\$ 210.00	days	0	\$ -
Mileage	\$ 0.70	mile	1,000	\$ 700.00
<b>TASK 3 TOTAL</b>				<b>\$ 211,900.00</b>

**NOTES:**

1. The following is assumed Subtask 2.4:

Photodocumentation of preconstruction conditions will be performed during the preconstruction site visit or the project kickoff meeting.

Photologs and daily construction descriptions will be documented by field CQA personnel and the costs are included in Task 3.

Daily inspections and daily field reports will be prepared by field CQA personnel and these costs are included in Task 3.

Review of contractor submittals will be performed under Task 2.3

An allowance of \$2,500 is provided for Special Inspections if required.

Assisting the County with interpretations of plans and specification and with preparing and negotiating change orders is included under Task 1.

Documentation of extra work is a standard component of construction and project management, and a separate cost for this work is not necessary.

Table 3 ESTIMATED LABORATORY TESTING COSTS South Coast Landfill Final Closure Project							
Labor							
Personnel				Units	Unit Rate	No. Units	Total
CQA Officer/Project Manager				Hours	\$ 260.00	2	\$ 520.00
Lead CQA Monitor				Hours	\$ 143.00	8	\$ 1,144.00
Clerical Support				Hours	\$ 134.00	0	\$ -
<b>Labor Subtotal</b>							<b>\$ 1,664.00</b>
Foundation Layer Borrow Material Evaluation							
Test	Method	Quantity	Frequency	No. of Tests	Cost Per Test	Markup	Total
Soil Classification	ASTM D2487	5,900	5,000	2	\$ 370.00	1.00	\$ 740.00
Moisture-Density (Compaction)	ASTM D1557	5,900	5,000	2	\$ 275.00	1.00	\$ 550.00
Grain Size (No Hydrometer)	ASTM D422	5,900	5,000	2	\$ 180.00	1.00	\$ 360.00
<b>Borrow Evaluation Subtotal</b>							<b>\$ 1,650.00</b>
Foundation Layer Fill Placement							
Test	Method	Quantity	Frequency	No. of Tests	Cost Per Test	Markup	Total
Identification & Classification of Soil Type <sup>1</sup>	ASTM D2488	21,900	5,000	5	\$ -	1.00	\$ -
Moisture-Density (Compaction)	ASTM D1557	21,900	10,000	3	\$ 270.00	1.00	\$ 810.00
Moisture and Density (Nuclear Gauge) <sup>2</sup>	ASTM D2922/D3017	21,900	250	88	\$ -	1.00	\$ -
Dry Density (Sand Cone or Drive Tube) <sup>3</sup>	ASTM D1156/D2937	21,900	5,000	5	\$ -	1.00	\$ -
Moisture Content by Oven or Microwave <sup>4</sup>	ASTM D3017 or D4643	21,900	NR	N/A	\$ -	1.00	\$ -
<b>Engineered Fill Subtotal</b>							<b>\$ 810.00</b>
Protective Soil Cover							
Test	Method	Quantity	Frequency	No. of Tests	Cost Per Test	Markup	Total
Identification & Classification of Soil Type <sup>1</sup>	ASTM D2488	2,600	NR	N/A	\$ -	1.00	\$ -
Sieve Analysis	ASTM D6913	2,600	NR	N/A	\$ -	1.00	\$ -
<b>Protective Soil Layer Subtotal</b>							<b>\$ -</b>
Super Grip Net Geomembrane							
Test	Method	Quantity	Frequency	No. of Tests	Cost Per Test	Markup	Total
Density	ASTM D1505/D792	290,000	50,000	6	\$ 41.00	1.10	\$ 270.60
Thickness	ASTM D5994	290,000	50,000	6	\$ 33.00	1.10	\$ 217.80
Tear Resistance	ASTM D1004	290,000	50,000	6	\$ 71.00	1.10	\$ 468.60
Carbon Black Content	ASTM D1603	290,000	50,000	6	\$ 54.00	1.10	\$ 356.40
Carbon Black Dispersion	ASTM D5596	290,000	50,000	6	\$ 65.00	1.10	\$ 429.00
Tensile Strength at Break	ASTM D6693	290,000	50,000	6	\$ 81.00	1.10	\$ 534.60
Puncture Resistance	ASTM D4833	290,000	50,000	6	\$ 67.00	1.10	\$ 442.20
Asperity Height <sup>5</sup>	ASTM D4833	290,000	23,000	13	\$ 40.00	1.10	\$ 572.00
Destructive Seam Testing	ASTM D 4833	290,000	290,000	30	\$ 53.00	1.10	\$ 1,749.00
<b>Geomembrane Subtotal</b>							<b>\$ 5,040.20</b>
Closure Turf Geotextile							
Test	Method	Quantity	Frequency	No. of Tests	Cost Per Test	Markup	Total
Mass per Unit Area	ASTM D5261	290,000	50,000	6	\$ 42.00	1.10	\$ 277.20
Grab Tensile Strength	ASTM D4632	290,000	50,000	6	\$ 81.00	1.10	\$ 534.60
Trapezoidal Tear Strength	ASTM D4533	290,000	50,000	6	\$ 77.00	1.10	\$ 508.20
Puncture Resistance	ASTM D4833	290,000	50,000	6	\$ 147.00	1.10	\$ 970.20
Apparent Opening Size	ASTM D4751	290,000	50,000	6	\$ 147.00	1.10	\$ 970.20
<b>Geotextile Subtotal</b>							<b>\$ 3,260.40</b>

Table 3 ESTIMATED LABORATORY TESTING COSTS South Coast Landfill Final Closure Project							
Incidental Testing Costs							
Item	Method			Number	Unit Cost	Markup	Total
In-Plant Conformance Sampling	N/A			20	\$ 103.00	1.10	\$ 2,266.00
Conformance Sample Shipping	N/A			1	\$ 1,500.00	1.10	\$ 1,650.00
Destructive Seam Sample Shipping	N/A			1	\$ 750.00	1.10	\$ 825.00
<b>Additional Cost Subtotal</b>							<b>\$ 4,741.00</b>
<b>TASK TOTAL</b>							<b>\$ 17,165.60</b>

Notes:

<sup>1</sup>ASTM D2488 is a visual-manual procedure that is performed in the field. Therefore, there are no laboratory charges associated with this test.

<sup>2</sup>Nuclear density tests are performed in the field and there are no associated laboratory charges associated with this test. Nuclear gauge equipment costs are included in Table 3.

<sup>3</sup>Sand cone tests are performed in the field and there are no associated laboratory charges associated with this test.

<sup>4</sup>We will set up an onsite laboratory for moisture content and dry density testing and there will be no laboratory charges associated with this test.

<sup>5</sup>The CQA Plan testing frequency for Super Grip Net is 1 test per 2 rolls. The typical roll size for 60-mil Super Grip Net is 11,500 ft<sup>2</sup>.

[END OF PAYMENT TERMS]

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

CONSULTANT shall obtain and maintain insurance coverage as follows:

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

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

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

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

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

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

## EXHIBIT E

### DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE WITH SB 854

SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects.

These requirements apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

1. Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form. This requirement, found in Labor Code Section 1773.3, applies to all public works projects.
2. Public Works Contractor Registration Program
  - a. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.
  - b. An awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.

DIR maintains an up-to-date listing of registered contractors.

There are exceptions to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.

Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees and allow unregistered contractors to be replaced with registered ones.

#### 2. Notice Requirements

- a. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- d. The prime contractor must post the following job site notices prescribed by regulation [pursuant to Calif. Code Reg. 16451(d)]:

“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This

Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

“The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: (707) 576-2362

“Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

“Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

“For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).”

3. Furnishing of electronic certified payroll records to Labor Commissioner
  - a. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
4. The prime contractor is required to secure the payment of worker’s compensation to his or her employees pursuant to Labor Code Section 1860.
5. The project is subject to prevailing wages. Pursuant to the provisions in Section 1773 of the Labor Code of the State of California, the Board of Supervisors of the County of Mendocino has obtained from the Director of the Department of Industrial Relations the general prevailing rate of wages, and the schedule of employer payments for health and welfare, vacation, pension and similar purposes in the County. Interested parties may review these wage rates and schedules at the Department of Transportation, 340 Lake Mendocino Drive, Ukiah, California. The successful Contractor shall obtain a copy of prevailing

wage rates from the Engineer and shall post same at a prominent place at the job site pursuant to Labor Code Section 1771.4.

6. For this contract, the general prevailing rate of wages as ascertained by County shall be those in effect on the bid date. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations, are referenced in the published wage rates of the Director of the Department of Industrial Relations at [www.dir.ca.gov](http://www.dir.ca.gov).

[END OF DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE WITH SB 854]