

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 19, 2016, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and LACO Associates, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its SMARA inspections and reporting services; and,

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

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

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements

The term of this agreement shall be two years commencing on July 1, 2016 and concluding on June 30, 2018, unless sooner terminated or extended, in whole or part, as provided in this agreement.

The County shall have the sole option to extend this agreement for up to 3 additional one year periods, for a maximum total agreement term of 5 years.

The compensation payable to CONTRACTOR hereunder shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW: PBS

[Signature]
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 2851

Line Item: 862189

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: [Signature]

NAME AND ADDRESS OF CONTRACTOR:

LACO Associates, Inc.

311 South Main Street

Ukiah, CA 95482

COUNTY OF MENDOCINO

By: [Signature]
DAN GJERDE, Chair
BOARD OF SUPERVISORS

JUL 19 2016

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

INSURANCE REVIEW:

RISK MANAGER

By: [Signature]
ALAN D. FLORA, Risk Manager

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]
CARMEL J. ANGELO, Chief Executive Officer

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by

COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

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

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and

shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

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

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Planning and Building Services
860 N Bush Street
Ukiah, CA 95482

To CONTRACTOR: LACO Associates, Inc
311 S Main Street
Ukiah, CA 95482

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

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

11. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If

CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

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

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement.

CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its SMARA inspections and reporting services shall not exceed \$150,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
 - a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
 - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense

and/or settlement of such proceeding.

- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following SMARA inspection and reporting services:

Process/Approach

LACO will provide services related to annual compliance requirements of the Surface Mining and Reclamation Act of 1975 (SMARA) and local mining ordinances. Mining inspections must be completed within six months following the receipt of the annual report (between July and December) and financial assurances must be updated yearly to assure adequate surety is available to complete reclamation on the subject mining site.

Currently, the County has 33 regulated mining/quarry sites. There may be additions or deletions to this list of sites during the term of this agreement. These sites include:

Mine Name	CA Mine ID #
Bald Hills Quarry	91-23-0034
Big River-7 Mile Quarry	91-23-0032
Blue ridge Rock Quarry	91-23-0002
Camp 5 Pit	91-23-0002
Cleone Sand Pit	91-23-0030
Coal Mine Quarry	91-23-0043
Cooks Valley Bar	91-23-0036
Ford Gravel Bars	91-23-0003
Greenwood Aggregates	91-23-0049
Harris Quarry	91-23-0015
Laytonville Rock Quarry	91-23-0029
McKenzie Bar	91-23-0033
Mendocino Redwood Co. (9 sites)	91-23-00xx
Mill Creek Bar/Dobie Lane	91-23-0016
Pieta Quarry	91-23-0021
Poonkinney Agricultural Rock	91-23-0047
Redwood Valley Gravel Production	91-23-0031
Sherwood Road Pit	91-23-0028
Ten Mile 2nd Crossing	91-23-0020
Tunzi Quarry	91-23-0026
Wilsey Ranch Quarry	91-23-0038
Johnson Quarry	91-23-050
Rowland Bar	91-23-0065

The following scope of services shall be provided:

Pre-mine inspection: Prior to arriving at the mining site to conduct inspections, LACO shall review the financial assurance cost estimate of bond calculation approvals and the reclamation plan and conditions of approval. This review is performed in accordance with Section 1 of the 2002 SMBG Surface Mine Inspection Guide (2002 Guide) and the inspector with the necessary background to allow for a thorough inspection of the site. The County will be responsible for providing LACO with a copy of the operator's annual report, approved Reclamation Plan, Conditional Use Permit, financial assurance, and Mitigation Monitoring Program for each site.

Inspections: LACO shall inspect each mine for the listed operations in accordance with Section 2 of the 2002 Guide. This will include contacting the mine operators to set-up date and time and inspecting the sites for compliance with the Conditional Use Permit, CEQA mitigation measures, and Reclamation Plan. LACO shall notify the County of the inspection schedule for each mine.

In some instances, it may be necessary to return to the site for follow-up on deficiencies noted in the site inspection. Where deficiencies are noted, the mine inspector may be required to specifically identify violations and note these on inspection reports. Should this occur, SMARA allows mine operators 30 days to correct deficiencies before being re-inspected.

LACO shall serve as an ambassador of the County and suggest solutions when there are disagreements with the requirements of the approval conditions and mitigation measures.

Financial Assurance Review: Annual review of financial assurances is required by SMARA to insure that adequate surety is available should the operator default on the reclamation requirements.

Inspection Reports: LACO shall complete an inspection report for each mine on form MRRC-1 as revised July 2013, in accordance with Section 3 of the 2002 Guide. Other items to be included with the report will include a listing of problem areas and issues of potential variance from the conditions of the use permit for the mining operation. When problem areas are identified (accelerated erosion), steps for correcting the problem will be suggested and listed in the report. This information will then be used by the operator and the County to assist with implementing corrective measures. Draft inspection reports will be completed within 30 days following individual mine inspections. LACO shall submit draft inspection reports for County review and provide requested edits within two weeks. The County will issue the final Inspection Report in accordance with Section 4 of the 2002 Guide.

As-Needed Services Scope:

LACO may provide on an as-needed basic services to support the following tasks:

- General reviews of Reclamation Plans, Reclamation Plan Updates, and Financial Assurance estimates and mechanisms as required by SMARA and County ordinances.
- Assist planning staff with identification and resolution of critical geotechnical and engineering issues on mines.
- General review of geotechnical issues not addressed by County staff where geotechnical/engineering expertise is required.
- Assist with analysis and resolution of emergencies (slides, flooding, etc.)
- Perform peer-review of Geological sections of Environmental Impact Reports (EIR) for various planning projects. Coordinate and schedule meetings as required and necessary with the applicant (mine operators), County staff, other agencies having jurisdiction, other property owners, other consultants/professionals, etc., and the general public.
- Review and become familiar with all pertinent data on the surface mine(s) to be permitted including but not limited to location, geology, existing use permit, prior annual reports, financial assurance estimate, reclamation plan or interim management plan, etc.
- Assist staff in resolving technical issues related to the application.
- Prepare written reports, photographs and other documentation for staff, the Planning Commission, and the general public.
- Be available for community meetings and public hearing(S) which may occur outside of normal business hours or in the evenings.
- Special inspections
- Alquist-Priolo Earthquake Fault Zoning Act compliance reviews of geologic reports or waiver requests.

As needed services shall be requested in writing by the department. In response, Contractor shall provide a written cost estimate and timeline for completing the task for department approval before commencing the task.

- END OF DEFINITION OF SERVICES -

EXHIBIT B

PAYMENT TERMS

CONTRACTOR shall submit invoices for services at least monthly detailing the dates and services provided. Billable rates are delineated below in the Schedule of Rates. Complete invoices shall be processed for payment within 30 days of the invoice date by County.

LACO

SCHEDULE OF RATES

HOURLY RATES

Principal Professional*	.....	\$135.00 - 165.00 per hour
Project Manager*	.....	\$115.00 - 140.00 per hour
Senior Professional*	.....	\$95.00 - 165.00 per hour
Staff Professional*	.....	\$82.00 - 126.00 per hour
Assistant Professional*	.....	\$62.00 - 105.00 per hour
Junior Professional*	.....	\$62.00 - 85.00 per hour
Senior Drafter/Designer	.....	\$67.00 - 95.00 per hour
Drafter/Designer	.....	\$62.00 - 79.00 per hour
Senior Technician	.....	\$69.00 - 90.00 per hour
Technician	.....	\$59.00 - 79.00 per hour
Special Technician Groups 1-4 - Prevailing Wage Rates	.....	\$98.00 - 111.00 per hour
Special Consultants (depends on qualifications)	.....	\$60.00 - 180.00 per hour
Senior Geotechnical Engineer	.....	\$165.00 per hour
Court Appearance/Depositions	..... (4 hour minimum)	\$300.00 - 400.00 per hour
Licensed Surveyor	.....	\$100.00 - 115.00 per hour
C-57 Licensed Well Driller	.....	\$120.00 per hour
One-Man Party GPS - RTK	.....	\$140.00 per hour
One-Man Party - Prevailing Wage Rates	.....	\$155.00 - 165.00 per hour
One-Man Robotic Survey	.....	\$130.00 per hour
Two-Man Party GPS - Static	.....	\$160.00 - 190.00 per hour
Two-Man Survey Party - Prevailing Wage Rates	.....	\$200.00 - 230.00 per hour
Two-Man Survey Party	.....	\$155.00 - 185.00 per hour
Three-Man Survey Party	.....	\$200.00 - 230.00 per hour
Three-Man Survey Party - Prevailing Wage Rates	.....	\$240.00 - 270.00 per hour
Certified Public Accountant	.....	\$95.00 per hour
Project Administrator/Coordinator	.....	\$55.00 - 80.00 per hour
Clerical	.....	\$55.00 - 65.00 per hour

*"Professional" may apply to Engineer, Geologist, Planner, Architect, Environmental Scientist, or other specialties

NOTES

1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. In accordance with State labor laws, prevailing wage rates may be required on State or Federally funded projects. These rates apply to survey party chief, rodman, chainman, soils field tester, and materials field tester. The hourly rate differential is \$25 to \$27 dollars per hour per person depending on project location and labor classification. The differential will be added to the above hourly rates.
3. Outside services will be performed at Cost plus 15%.
4. Subsistence will be calculated at Actual Cost plus 15% or agreed per diem rates.
5. All travel time will be charged at the regular hourly rates unless other written arrangements are made.

TRANSPORTATION

Automobile and pickup:*	
Trip charge per day	.....\$65.00 per day
Minimum charge, vehicle	.....\$15.00
Over 80 miles	.....Federal Rate + \$0.10 per mile
Other transportation, air travel, etc.	.....\$Cost + 15%

MATERIALS

Survey hubs, stakes, lath, or guineas.....	\$1.00 each
Survey markers, plain iron pipe	\$5.00 each
Plan copies per sheet (11x17)	black & white \$0.25..... color \$2.50 each
Plan copies per sheet (24x36)	black & white \$5.00.....mylar \$20.00..... color \$21.25 each
All other materials or printing.....	\$ Cost + 15%
* Minimum charge of 1/2-day on all equipment billed on daily basis	
** Plus Technician Rate	

RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our Lab in Eureka, California. Sample pick-up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Copies of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate.

A. AGGREGATE AND SOILS TESTING

100. Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136.....	\$100.00
101. Sieve Analysis – Coarse, Caltrans 202, ASTM C-136	\$55.00
102. Sieve Analysis – Fine, Caltrans 202, ASTM C-136	\$60.00
103. Finer than #200, ASTM C-117	\$55.00
104. Particle Size Analysis, ASTM D-422***	\$90.00
105. Cleaness Value, Caltrans 227	\$75.00
106. Sample Preparation	\$35.00
107. USDA Textural Suitability Analysis (per point)***	\$50.00
108. Bulk Density, Leachfield System Suitability.....	\$35.00
109. Atterberg Limits, LL-PL-PI, ASTM 4318***	\$110.00
110. Sand Equivalent, Caltrans 217, ASTM D-2419	\$70.00
111. Specific Gravity – Coarse, Caltrans 206, ASTM C-127	\$70.00
112. Specific Gravity – Fine, Caltrans 207, ASTM C-128	\$80.00
113. Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557	\$155.00
114. Maximum Density of Soils with Rock Correction, ASTM D-4718	\$180.00
301. Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 **	\$15.00
302. Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 **	\$85.00
116. Organic Impurities, ASTM C-40	\$75.00
117. Moisture Content of Soils In Place, ASTM D-2216	\$15.00
118. Density of Soils In Place, ASTM 2937	\$30.00
119. Percent Crushed Particles, Caltrans 205, ASTM D-5821	\$100.00
120. Durability Index – Coarse, Caltrans 229, ASTM D-3744	\$75.00
121. Durability Index – Fine, Caltrans 229, ASTM D-3744	\$75.00
125. Consolidation, 3" dia., ASTM D-2435***	\$280.00
127. Direct Shear, ASTM D-3080 (3 points)	\$275.00
128. Direct Shear, ASTM D-3080 (per additional point)	\$55.00
129. Sample Preparation	\$35.00
130. Expansion Index, ASTM D-4829***	\$150.00
131. Pocket Penetrometer.....	\$10.00
135. Unit Weight, ASTM C-29	\$70.00

For other testing not listed, please inquire.

B. CONCRETE AND FIELD TESTING

150. Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521, ASTM C-39	\$25.00
151. Concrete Compressive Strength, Caltrans 521, ASTM C-39	\$20.00
152. Specimen Processing and Curing, ASTM C-31	(each) \$8.00
153. Disposable Concrete Molds	(each) \$3.00
154. Concrete Mix Design, Preparation, Review, and Adjustment	\$200.00
156. Percent Entrained Air (Method ASTM C-231 or C-173)**	\$20.00
157. Shrinkage Test, ASTM C-157 (3 bars)	(per test) \$250.00
158. Concrete Rebound Test, ASTM C-805**	(per day) \$25.00
159. Coring: Concrete, CMUs and AC, 4-inch core **	\$3.00 per inch length
161. Coring: Concrete, CMUS and AC, 6-inch core **	\$3.00 per inch length
163. Splitting Tensile Strength, ASTM C-496	(per test) \$90.00

C. SPECIAL EQUIPMENT

258. Coating Thickness Gauge	(per Day) \$25.00
246. Skidmore **	(per day) \$60.00
303. Core Drilling Machine**	(per day) \$75.00
333. Load Cell **	(per hour) \$15.00

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334.	Torque Wrench ** (per hour)	\$10.00
290.	Environmental Drill Rig with Operator(s) (per hour)	\$125.00 - 265.00
307.	Geotechnical Drill Rig with Operator(s)	..... (per hour)	\$140.00 - 280.00
311.	Drilling Support Truck *	..... (per day)	\$85.00
320.	Photoionization Hydrocarbon Vapor Detector *	..... (per day)	\$100.00
450.	Field Lab Analysis (Hanby)	..... (per test)	\$25.00
332.	Turbidity Meter *	..... (per day)	\$40.00
352.	Dissolved Oxygen Meter *	..... (per day)	\$40.00
245.	pH/T/K Meter *	..... (per day)	\$40.00
247.	Water Level Meter	..... (per day)	\$25.00
321.	Bladder Pump/2" Submersible Pump *	..... (per day)	\$45.00
224.	Cam/Portable Pump (12-volt)	..... (per well)	\$5.00
336.	Pressure Washer *	..... (per day)	\$45.00
323.	Steam Cleaner *	..... (per day)	\$75.00
456.	Rotary Hammer Boring System	..... (per boring)	\$25.00
452.	Hydro Punch	..... (per sample)	\$30.00
454.	Continuous Core Sampler	..... (per foot)	\$5.00
249.	Generator *	..... (per day)	\$40.00
244.	4-Channel Datalogger *	..... (per day)	\$115.00
354.	Hand Auger *	..... (per day)	\$25.00
22.	Traffic Control Cones (25) *	..... (per day)	\$8.00
31.	Barricade *	..... (per day)	\$5.00
23.	Passive Skimmer (1 liter)	..... (per week)	\$15.00
24.	Electric Skimmer	..... (per week)	\$125.00
326.	Submersible Pump *	..... (per day)	\$45.00
322.	Centrifugal Pump *	..... (per day)	\$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO)	..... (per day)	\$90.00
*	Minimum charge of 1/2-day on all equipment billed on daily basis		
**	Plus Technician Rate		
***	Sample preparation not included		

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

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

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- 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.

[END OF INSURANCE REQUIREMENTS]