

DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 220042 WITH GEO-LOGIC ASSOCIATES, INC., IN THE AMOUNT OF \$273,829, FOR THE TERM STARTING UPON EXECUTION OF THE CONTRACT THROUGH JUNE 30, 2026, FOR ENGINEERING AND DESIGN SERVICES FOR LAYTONVILLE LANDFILL COVER REPAIRS

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Geo-Logic Associates, Inc., 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 landfill engineering and design services; 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
Attachment 1 to Exhibit B	2023 Geo-Logic Associates Fee Schedule
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, 2026.

The compensation payable to CONSULTANT hereunder shall not exceed two hundred seventy three thousand eight hundred twenty nine dollars (\$273,829) for the term of this Agreement.

IN WITNESS WHEREOF**DEPARTMENT FISCAL REVIEW:**

Howard N. Dashiell 5/15/2023
 DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ NoBudget Unit: 4511Line Item: 862189Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: Glenn McGourty
 GLENN MCGOURTY, Chair
 BOARD OF SUPERVISORS

Date: 06/06/2023**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: Arac
 Deputy 06/06/2023

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: Arac
 Deputy 06/06/2023

INSURANCE REVIEW:

By: Darcie Antle
 Risk Management

Date: 05/15/2023**CONSULTANT/COMPANY NAME:**By: John M. Huer**NAME AND ADDRESS OF CONSULTANT:**Geologic Associates, Inc.4190 Douglas Blvd., #250Granite Bay, CA 95746

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

COUNTY COUNSEL REVIEW:**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,
 County Counsel

By: Christian M. Curtis
 Deputy

Date: 05/15/2023**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]
 Deputy CEO or Designee

Date: 05/15/2023

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 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, Inc.
775 Baywood Drive, Suite 305
Petaluma, CA 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: certifies CONSULTANT 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, s 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 Landfill Engineering and Design Services shall not exceed \$273,829 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 Design Evaluation

Evaluate proposed engineered alternative identified in the 2006 JTD/FCPCMP to reconfigure landfill final cover for slope stability and meet current requirements of Title 27 CCR.

In addition to reconfiguring landfill cover in compliance with Title 27 CCR other identified problematic site conditions will be addressed including:

- Heights between existing exterior benches that currently exceed the 50-foot vertical spacing maximum allowed under 27 CCR.
- Existing CMP half-rounds that are not adequately capturing and conveying surface water flows away from the refuse fill area.
- Volatile organic compounds (VOCs) attributed to landfill gas condensation that have been identified in seeps on the eastern slope of the landfill.
- Consider recent iso-settlement mapping in updates to the JTD/FCPCMP and address Water Board concerns of GCL boundary layer integrity in areas of settlement over 2 feet.
- Corrective action well 93-2 records increasing trends in several indicator parameters since around 2011, and since about 2017 records intra-well exceedances of the upper predictive limit for more than 10 general chemistry indicator parameters. The results from well 93-2 trigger requirement No. 10 of the Monitoring and Reporting Program – Detection of Release. Potential variability in groundwater gradient from well 93-2 is also of concern.

Subtask 1.1 - Site Visit and Data Review

Perform a site visit with principal project team members to gain a better “boots on the ground” understanding of site conditions.

Perform an evaluation of existing site data and evaluations to make sure that the subsequent evaluations do not duplicate previous efforts.

Subtask 1.2 – Evaluation of Corrective Action Well 93-2

Evaluate increasing trends and statistical exceedances of the upper prediction limits for general chemistry indicator parameters. The results of these analyses will be used to evaluate natural downgradient variability and to develop a rational response and methodology to address Requirement No. 10 of the MRP.

Subtask 1.3 - Design Evaluations

Evaluate exiting landfill records and recent site visit observations to identify whether other closure alternatives and/or construction techniques may be feasible and appropriate for the site. Cost and scheduling considerations are similarly critical and will be considered during this subtask.

As described under Task 5, solicit input by Cahto Tribe prior to beginning design work.

Update the site seismic hazard assessment to provide the information needed for an up-to-date and technically defensible evaluation of seismic stability.

It is possible that evaluations will suggest that limited sample collection and laboratory testing are necessary to “prove” the design concept. If additional testing is recommended, the County will be notified and provided a cost estimate for the work.

Subtask 1.4 - Conceptual Design

Submit conceptual design to the COUNTY for concurrence with conceptual design. COUNTY will submit conceptual design to NCRWQCB and Cahto Tribe for review and comment.

Subtask 1.5 - Design Basis Memorandum

The technical memorandum at a minimum will identify the recommended slope stabilization solution, other identified problematic site conditions, estimated cost for the project, and any field work or laboratory testing that may be necessary to complete construction documents and implement the design. The technical memorandum will include all applicable analyses and data to provide the fundamental information needed to update the JTD/FCPCMP.

Task 2 Construction Documents and CQA Plan

Prepare contract documents to be used for construction bidding, award, and construction.

Subtask 2.1 - Construction Drawings

Prepare construction drawings including the necessary plan views, sections, and details for bidding and construction. Construction drawings will be submitted to the COUNTY for review and comment at 30 percent, 65 percent and design ready.

COUNTY will provide construction drawings to Cahto Tribe once they are approximately 65% and 90% completed for review and comment per the MOU with Cahto Tribe.

Subtask 2.2 - Construction Specifications

Prepare bid documents and technical specifications for bidding and construction purposes. Bid documents and technical specifications will be submitted to the COUNTY for review and comment at 30 percent, 65 percent and design ready.

COUNTY will provide bid documents and technical specifications to Cahto Tribe once they are approximately 65% and 90% completed for review and comment per the MOU with Cahto Tribe.

A construction schedule and estimated working days will be provided under this task.

Subtask 2.3 - Opinion of Probable Cost

Provide an engineers estimate of construction cost using the bid item sheet as basis for estimating the cost of construction.

Subtask 2.4 - CQA Plan

Prepare a CQA Plan that meets the requirements of Title 27 CCR §§20323 and 20324 and that is consistent with the Technical Specifications.

Task 3 Update JTD/FCPCMP

Update the JTD/FCPCMP and obtain NCRWQCB approval of the JTD/FCPCMP. CONSULTANT will meet with NCRWQCB staff very early in the project and periodically as work proceeds to help 'streamline' the review and approval process.

Task 4 CEQA Compliance

Prepare a FINAL IS-MND incorporating comments from the DRAFT IS-MND, and a Mitigation Monitoring and Reporting Program (MMRP), as required by CEQA. It is assumed that an MND is appropriate is based on the anticipated finding that all project impacts can be mitigated to below a level of significance. Should the IS identify a potentially significant impact that cannot be feasibly mitigated, the County will be notified immediately to determine the necessary course of action, which could include revising the work scope and budget to accommodate the preparation and processing of a focused Environmental Impact Report.

As part of this task, Rincon will contact the California Native American Heritage Commission (NAHC) and request a review of their Sacred Lands File (SLF). The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project site. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. The County of Mendocino, as the CEQA lead agency, will begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of the IS-MND.

Subtask 4.1 Project Initiation, Kickoff Meeting, and Project Management

Review the objectives for evaluation of the project, confirm details of the approach to completing necessary tasks, and set preliminary goals for the initial phases of the

project. GLA/SWT will provide Rincon with additional materials such as relevant planning documents, conceptual design plans, technical assessments and plans, the draft updated JTD, and previous environmental documentation prepared for the landfill. It is assumed that the kickoff meeting will be virtual or via conference call.

Subtask 4.2 Administrative Draft IS-MND

Using the County's preferred format, Rincon will prepare an IS-MND for the project in accordance with Section 15063(d) of the State CEQA Guidelines.

Subtask 4.2.1 - Introduction and Project Description

The IS-MND will include introductory sections that lay the groundwork for the CEQA environmental analysis to follow. The introduction will describe the purpose of the IS and will provide a discussion of lead and responsible agencies for the project. The project description will include descriptions of the project site and characteristics relevant to the analysis, including existing landfill components and operations, as well as required discretionary approvals. The project description will also discuss features that have been incorporated into the project design that relate to potential environmental or land use issues, including design features that would reduce the project's environmental impacts and the effects of altering the existing environment to accommodate the proposed landfill cover repairs. The project description will include up to eight graphics that will effectively illustrate the project location, surrounding land uses, and key project components based on graphics and data to be provided by GLA.

Subtask 4.2.2 - Environmental Impact Analysis

Each of the environmental topics included in the State CEQA Guidelines Appendix G Environmental Checklist Form will be addressed at a level of detail sufficient to allow the County to make determinations of significance. Where appropriate, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. County approved standard mitigation measures will be incorporated into the IS-MND, as necessary, to reduce identified impacts. Mitigation measures may include a broad range of programs and resource protection procedures as required by County processes and resource protection law. For each identified potential environmental impact, a determination will be made as to whether mitigation measures are adequate to reduce the impact below applicable thresholds of significance.

Subtask 4.3 Publication of the Draft IS-MND

Following project team and County review of the Administrative Draft IS-MND, Rincon will revise the document, as needed, to address any comments. Rincon will respond to two rounds of consolidated comments on the Administrative Draft IS-MND (one round of review on Administrative Draft and one round of review on Screencheck Draft) prior to preparation of the Public Review Draft IS-MND. This task also includes document production, editorial work, and coordination with County staff to publish the Draft IS-MND for public review and comment. One electronic copy of

the Public Review Draft IS-MND in MS Word and PDF formats will be provided. Rincon will prepare a Notice of Intent to Adopt a Negative Declaration and transmit the required forms and copies of the IS-MND to the State Clearinghouse and County Clerk. Rincon assumes that the County will be responsible for mailing copies and notices to responsible agencies, if any, as well as other noticing required under CEQA or the County's procedures, including posting at the site, sending to neighboring or nearby property owners or residents, newspaper noticing, and/or sending to interested parties.

Subtask 4.4 Response to Comments/Final IS-MND/ Mitigation Monitoring and Reporting Program

Rincon will prepare written responses to comments received during the public review period on the IS-MND that pertain to the environmental analysis and conclusions or the CEQA process. After receipt of all relevant comments received by the County, Rincon will prepare written responses. For purposes of this proposal, Rincon assumed that the response to comments will require up to 20 hours of professional time. Rincon reserves the right to re-examine and renegotiate this task once the public review period is closed and the time required for this task is known with greater certainty.

Alongside preparation of the Final IS-MND, Rincon will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with State law and County standard format requirements. The MMRP will include implementation responsibility, timing, and monitoring requirements, of all mitigation measures included in the Final IS-MND. If the project is approved, Rincon will prepare a Notice of Determination for the County to file with the County Clerk. The project cost estimate assumes the County will be responsible for payment of County Clerk and California Department of Fish and Wildlife CEQA fees.

Task 5 Cahto Tribal Coordination and Community Meetings

Subtask 5.1 - Cahto Tribal Coordination

Participate in an engagement process with the Cahto Tribe in accordance with a MOU between the County and the Cahto Tribe. This work will be coordinated with Tasks 1 and 4, and assuming County authorization is expected to include:

- Following completion of Subtask 1.1, consultation with the Cahto Tribe's Executive Committee or designated officer/agent(s) to solicit input on the project prior to beginning design work.
- Following completion of Subtask 1.3, and on approval of the County, the design concept will be discussed with Cahto Tribe representatives and revisions to the design, if applicable will be incorporated into the design concept. Subtask 1.4 will include conceptual plans and relevant technical specifications that will be made available to the Cahto Tribe for review and comment.
- Cahto Tribe input will be solicited on the 65% and 90% completed construction drawings and specifications under Task 2.
- Preparation of written responses to Cahto Tribe comments or input.

This scope of work does not include Rincon's involvement in tribal consultation; however, Rincon's Tribal outreach experts are available to participate in engagement with the Cahto Tribe of Laytonville upon request and authorization on a time-and-materials basis.

Subtask 5.2 - Community Meetings

Work under this subtask will include preparation, attendance, and participation in up to two community meetings in Laytonville, California. Meeting participation is expected to include (at a minimum) the GLA/SWT project manager, Richard Mitchell. Mr. Mitchell will be supported by GLA, SWT, or Rincon staff if necessary. The cost estimate for this project assumes Rincon will attend one public hearing for the project.

Task 6 Engineering Services During Construction (if Necessary and Authorized)

The objective of this task will be to support the County as necessary in preparing the bid package, attending pre-bid site tours, responding to contractor questions, and evaluating the bids. During the construction GLA/SWT will support the project as needed to address contractor questions or other items that may come up during the work. It is understood that this work will be authorized by the County through a contract amendment.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

1. The Consultant shall be compensated on a time-and-expense basis not-to-exceed two hundred seventy three thousand eight hundred twenty nine dollars (\$273,829), in accordance with the Geo-Logic Associates and Rincon Consultants Inc. 2023 Fee Schedules, included as Attachment 1 to Exhibit B, to this Agreement. This fee shall not be exceeded without the prior written authorization from the County.
2. The rates in the attached fee schedules shall be in effect for the entire term of the agreement unless amended by written agreement of both parties.
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 the COUNTY on a monthly basis.
5. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
6. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

ATTACHMENT 1 TO EXHIBIT B**2023 FEE SCHEDULE****PROFESSIONAL STAFF**

Staff Professional I.....	\$128.00/Hour
Staff Professional II.....	142.00/Hour
Staff Professional III.....	156.00/Hour
Project Professional I.....	170.00/Hour
Project Professional II.....	185.00/Hour
Project Professional III.....	200.00/Hour
Senior Professional I.....	215.00/Hour
Senior Professional II.....	230.00/Hour
Senior Professional III.....	245.00/Hour
Principal Professional I.....	260.00/Hour
Principal Professional II.....	274.00/Hour
Principal Professional III.....	289.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x HourlyRate

FIELD/LABORATORY STAFF

Technician I.....	95.00/Hour
Technician II.....	108.00/Hour
Technician III (or Minimum Prevailing Wage)	122.00/Hour
Technician IV	135.00/Hour
Laboratory Manager.....	169.00/Hour
Principal Technician.....	189.00/Hour

CADD/GIS

CADD/GIS/Database Manager I.....	108.00/Hour
CADD/GIS/Database Manager II.....	128.00/Hour
CADD Designer	142.00/Hour
GIS Specialist.....	142.00/Hour

SUPPORT STAFF

Administrative Assistant I.....	95.00/Hour
Administrative Assistant II.....	108.00/Hour
Administrative Assistant III.....	122.00/Hour
Technical Editor	101.00/Hour
Senior Technical Editor.....	142.00/Hour

*Overtime Premium is 35% of PERSONNEL CHARGE

EQUIPMENT CHARGES

BAT Permeameter	200.00/Day
Compaction Testing Equipment & Supplies	50.00/Day
Peel & Shear Strength Apparatus (FML Seams)	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment	1,200/Month
Portable Laboratory (mobilization / demobilization).....	1,500.00
ReMi/Refraction Seismograph	600.00/Day
Sealed Single Ring Infiltrometer (SSRI)	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI)	Call for Quote
Slope Inclinator	250.00/Day
Unmanned Aerial Vehicle (Drone) Reconnaissance	130.00/Day

**EXPENSES**

Vehicle Use for Field Services	15.00/Hour or 350.00/week
Soil Sampling Equipment & Drilling Supplies.....	5.00/Hour
Groundwater Sampling Equipment and Supplies.....	15.00/Hour
Per Diem	Lesser of (Cost +15%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)	Cost + 15%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.).....	Cost + 15%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.).....	Cost + 15%

PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

INSURANCE

Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

PROPOSAL PERIOD

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.



2023 FEE SCHEDULE

<u>TEST NAME</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
<u>Geotechnical / Physical Properties</u>		
Moisture Content, gravimetric	D2216/AASHTO T265	\$26/Test
Moisture Content (volumetric and gravimetric) and Bulk Density	D2216/D7263	\$60/Test
Porosity		\$60/Test
Particle Size Analyses		
Standard Sieves and Hydrometer	D422	\$225/Test
Standard Sieves; no Hydrometer	D422	\$180/Test
Particle Size Analysis – Aggregate, no hydrometer	D422/C136/CT202	\$180/Test
Particle Size Analysis with Gravel with hydrometer	D422	\$230/Test
Percent Passing #200 Sieve	D1140/C117	\$90/Test
Particle Size Analysis, #4, #40, #200 with wash		\$70/Test
Atterberg Limits		
Liquid Limit, Plastic Limit, Plasticity Index (LL, PL, and PI)	D4318	\$170/Test
Wet preparation, add		\$55/Test
USCS Classification (included with sieve and Atterberg Limits)	D2487	\$350/Test
Specific Gravity, Fine (<4.75mm diameter materials)	D854	\$115/Test
Specific Gravity, Coarse (>4.75mm diameter materials)	C127	\$125/Test
Dispersion Testing		
Double Hydrometer (add second hydrometer)	D4221	\$150/Test
Proctor Compaction Test		
Method A or B (<25% retained on a 3/8" sieve)	D698/D1557	\$250/Test
Method C (>25% retained on a 3/8" sieve)	D698/D1557	\$265/Test
Moisture Density Single Point, std/mod (Proctor check point)	D698/D1557	\$125/Point
Percent Organic Matter by Muffle Furnace	D2974	\$105/Test
<u>Permeability / Conductivity Testing</u>		
Hydraulic Conductivity, Fixed Wall		
up to 8" Diameter Cell	D5856/USBR 5600-89	\$380/Test
up to 12" Diameter Cell	D5856/USBR 5600-89	\$540/Test
Extra Load per Test		\$140/Load
Hydraulic Conductivity, Flexible Wall		
Falling Head, Rising Tail, 1" to 4" Diameter Sample	D5084	\$370/Test
Falling Head, Rising Tail, 6" Diameter Sample	D5084	\$665/Test
High Pressure (<1200 psi) per sample, add		\$65/Test
Ksat with other permeant fluid, long term	D7100	\$5,000/Test
Added machine time per day		\$80/Day
Intrinsic Permeability (Calculation)	Fetter	No Charge
<u>Strength and Consolidation Testing</u>		
Consolidation Testing		
Consolidation Test – Method A	D2435A	\$460/Test
Consolidation Test – Method B	D2435B	\$560/Test
Consolidation Test (single point)	D2435	\$125/Test
Consolidation Test (without rate data)	D2435	\$190/Test
Test rate data per load increment	D2435	\$90/Test-Load
Consolidate Test (multiple points and time rates)	D2435	\$465/Test
Strength Testing		
Unconfined Compressive Strength (UC), 2-3"	D2166	\$110/Test
Unconfined Compressive Strength (UC), 4 or 6"	D2166	\$150/Test



Strength and Consolidation Testing, Continued

Triaxial Compression

Unconsol.-Undrained Triax. Compression (UU), 2-3", 1-pt test	D2850	\$215/Test
Unconsol.-Undrained Triax. Compression (UU), 4", 1-pt test.....	D2850	\$255/Test
Unconsol.-Undrained Triax. Compression (UU), 6", 1-pt test.....	D2850	\$450/Test
Consolidated Undrained Triax. Compression (CU), 2-3" (3 pt. test)....	D4767	\$1,500/Test
Consolidated Undrained Triax. Compression (CU), 2-3" (per point) ...	D4767	\$500/Point
Consolidated Undrained Triax. Compression (CU), 4" (3 pt. test)	D4767	\$1,665/Test
Consolidated Undrained Triax. Compression (CU), 4" (per point).....	D4767	\$555/Point
Consolidated Undrained Triax. Compression (CU), 6" (3 pt. test)	D4767	\$3,015/Test
Consolidated Undrained Triax. Compression (CU), 6" (per point).....	D4767	\$1,055/Point
CU – add per point for progressive (staged) test.....		\$315/Point
Consolidated Drained Triax. Compression (CD), 2-3" (3 pt. test)	D7181	\$1,890/Test
Consolidated Drained Triax. Compression (CD), 2-3" (per point).....	D7181	\$630/Point
Consolidated Drained Triax. Compression (CD), 4" (3 pt. test)	D7181	\$2,115/Test
Consolidated Drained Triax. Compression (CD), 4" (per point)	D7181	\$705/Point
Consolidated Drained Triax. Compression (CD), 6" (3 pt. test)	D7181	\$3,300/Test
Consolidated Drained Triax. Compression (CD), 6" (per point)	D7181	\$1,100/Point
High Pressure (>120 psi), add		\$80/Point

Direct Shear

Direct Shear, 2.5" (3 pt. test)	D3080	\$615/Test
Direct Shear, 2.5" (per point).....	D3080	\$205/Point
Additional Cycles (per load)	D3080	\$55/Load
Direct Shear, 12" (3 pt. test)	D3080	\$1,155/Test
Direct Shear, 12" (per point).....	D3080	\$385/Point

California Bearing Ratio (per point).....	D1883	\$350/Point
Added machine time when > 2 days of shear		\$80/Day

Aggregate and Rock Testing

Dry Rodded Unit Weight	C29	\$90/Test
Rock Density	D7263	\$60/Test
Saturated Hydraulic Conductivity.....	D5084	\$370/Test
Rock Point Load Index, 1-break.....	D5731	\$55/Test
Rock Point Load Index, multiple breaks	D5731	\$210/Test
Rock Joint Direct Shear, per point	D5607	\$290/Point
Rock Joint Direct Shear, add per load	D5607	\$105/Load
Uniaxial Strength, Peak Only	D7012	\$145/Test

Geosynthetics Testing

Large Scale Direct Shear

Geosynthetic/Geosynthetic, 3-point test	D5321	\$750/Test
Geosynthetic/Geosynthetic, per point	D5321	\$250/Test
Soil/Geosynthetic, 3-point test	D5321	\$1,005/Test
Soil/Geosynthetic, per point.....	D5321	\$335/Test
Geosynthetic Clay Liner (GCL), 3-point test	D6243	\$1,065/Test
Geosynthetic Clay Liner (GCL), per point.....	D6243	\$355/Test
Soil/GCL, 3-point test	D6243	\$1,005/Test
Soil/GCL, per point	D6243	\$335/Test
Sandwich (multiple layers), 3-point test		\$1,410/Test
Sandwich (multiple layers), per point.....		\$470/Point

Large Scale Puncture

Large Scale Puncture, modified	D5514	\$465/Test
Puncture Test High Pressure (>120 psi), per point		\$95/Point



Soil with Amendments and Slurry Testing

Slurry Wall Soil/Bentonite Saturated Hydraulic Conductivity, Falling Head, Rising Tail		
1-100 samples	D5084	\$325/Test
101-200 samples	D5084	\$315/Test
201-300 samples	D5084	\$305/Test
301-400 samples	D5084	\$294/Test
Greater than 400 samples	D5084	\$290/Test
Soil/Cement/Bentonite, Unconfined Compressive (UC) Strength	D4832	\$28/Test
Soil / Bentonite Mix Evaluation		\$325/Test
Soil / Cement / Bentonite Mix Evaluation		\$430/Test
Pocket Penetrometer		\$20/Test

Soil Chemistry

pH of Soil		\$25/Test
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All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 50 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$295
Director II	\$295
Principal I	\$285
Director I	\$285
Senior Supervisor II	\$268
Supervisor I	\$250
Senior Professional II	\$234
Senior Professional I	\$218
Professional IV	\$194
Professional III	\$180
Professional II	\$160
Professional I	\$143
Associate III	\$120
Associate II	\$107
Associate I	\$100
Field Technician	\$86
Data Solutions Architect	\$180
Senior GIS Specialist	\$172
GIS/CADD Specialist II	\$153
GIS/CADD Specialist I	\$138
Technical Editor	\$135
Project Accountant	\$115
Billing Specialist	\$98
Publishing Specialist	\$110
Clerical	\$98

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$380.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11 x 17	\$0.55 (B&W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs. Costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation based on CPI (Consumer Price Index) for appropriate geographic area.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

Effective January 1, 2023



Rincon Consultants, Inc.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$621
Boat (20 ft. Boston Whaler or Similar)	\$345
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$57
Insurance, Hazard and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

Effective January 1, 2023

[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.org.

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

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

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.”

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.