

PROFESSIONAL SERVICES AGREEMENT WITH GEO-LOGIC ASSOCIATES, IN THE AMOUNT OF \$605,763, FOR THE TERM BEGINNING UPON EXECUTION OF THE AGREEMENT THROUGH JULY 31, 2027, FOR LANDFILL MONITORING AND REPORTING SERVICES

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Geo-Logic Associates, 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 Monitoring Reporting 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
- 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 July 31, 2027.

The compensation payable to CONSULTANT hereunder shall not exceed six hundred and five thousand seven hundred sixty three dollars (\$605,763) for the term of this Agreement.

DOT Agreement No. 220003

BOS Agreement No. _____

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

DEPARTMENT FISCAL REVIEW: Transportation

[Signature]
HOWARD N. DASHIELL, Director DATE *[Signature]*

Budgeted: Yes No

Budget Unit: 4511

Line Item: 862189

Grant: Yes No

Grant No.: _____

CONSULTANT/COMPANY NAME:

By: *[Signature]*

NAME AND ADDRESS OF CONSULTANT:

Geo-Logic Associates

775 Baywood Drive, Suite 305

Petaluma, California 94954

COUNTY OF MENDOCINO

By: *[Signature]*
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 07/13/2022

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

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: *[Signature]*
Deputy 07/13/2022

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

DARCIE ANTLE, Interim Clerk of said Board

By: *[Signature]*
Deputy 07/13/2022

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: *Matthew Kiedrowski*
Deputy

Date: 06/21/2022

INSURANCE REVIEW:

By: *[Signature]*
Risk Management

Date: 06/21/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *[Signature]*
Deputy CEO

Date: 06/21/2022

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT,

withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

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

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

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

any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

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

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

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

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

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

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

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

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

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

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

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges

prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

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

Addresses for purpose of giving notice are as follows:

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

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

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

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

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

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

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

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

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

- the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its Landfill Monitoring Reporting Services shall not exceed \$605,763 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 – LANDFILLS MONITORING PROGRAM

1.1 – Project Kickoff Meeting

Upon award of the project, CONSULTANT will meet with staff, the Local Enforcement Agency (LEA), and other stakeholders to confirm project responsibilities, goals, and work schedules. CONSULTANT anticipates meeting with the COUNTY to obtain historical databases, CAD files, and GeoTracker Agent Representative approval. At the same time, CONSULTANT will provide COUNTY with the Contract Documents, project schedule, and other pertinent documentation.

1.2 – Literature Review

While CONSULTANT's past work at the three landfills provides the firm with extensive site-specific knowledge, CONSULTANT will review any new reports or documents..

1.3 – Update Field Forms

CONSULTANT will review existing water quality monitoring field forms including chain-of-custody forms and provide updated versions to the COUNTY.

1.4 – Recommend Monitoring Program Modifications

CONSULTANT will review Waste Discharge Requirements (WDR), Monitoring and Reporting Plans (M&RP), and other related documents for the COUNTY's sites to identify where program changes could be made to streamline the monitoring and reporting process.

1.5 – Landfill Interim Reporting

As required by the landfill WDRs and M&RPs, quarterly, semiannual, and annual monitoring reports will be prepared and submitted to the Regional Water Quality Control Board (RWQCB) by August 31 and March 15 as required by the MRP. Recognizing COUNTY and RWQCB staff have a limited amount of time available to review monitoring reports, CONSULTANT will work to streamline the reports so that the data required by the WDRs is presented with minimal redundancies.

Other reports required to be submitted to regulatory agencies and that will be prepared by CONSULTANT include 5-year isosettlement maps, updated post closure cost estimates, corrective action cost estimates, annual erosion control reports, and post closure maintenance and emergency response plans. These other reports will be prepared in accordance with Title 27 of the California Code of Regulations (27CCR), report due dates will be provided as described under Task 1.1, Project Kickoff meeting.

1.5.1 – Data Analyses

Data Review and Validation:

The data validation process will include quality assurance / quality control (QA/QC) review of all laboratory data. Following receipt of the laboratory report, the Project Manager will review the analytical data for validity, accuracy, and to determine whether verification retesting is required. All laboratory analytical results will be validated by reviewing sample holding times, the results of field blank samples, and the laboratory's internal QC documentation, which includes: laboratory method blanks, matrix spike and matrix spike duplicate comparisons, laboratory control samples (LCS) and LCS duplicate comparisons, surrogate spikes, and data qualifiers. In this way, the Project Manager can assess the precision of the data. Accuracy will be evaluated from information obtained on the spiked samples by evaluating the percent recovery compared with the known spike amount. Surrogates (compounds that act and react similarly to the compounds of interest but which do not interfere with the constituent being analyzed) may also be spiked into the sample and used to evaluate the accuracy of certain organics methods. Data evaluation represents the most significant aspect of the monitoring and reporting process because all analytical data must first be validated. Once validated, the data will be used to provide a basis for interpretation of site conditions at a level that satisfies all of the requirements of the individual site M&RPs and/or RWQCB orders and/or directives.

Response Plan for Sampling/Laboratory Contamination:

While all parties strive to collect samples that are representative of field conditions, "false positive" indications of release are an expected artifact of mandatory statistical evaluations. In addition, identification of anomalous constituents as a result of environmental conditions, lapses in sampling protocols, or other field conditions can happen with any program of this size. When analytical results indicate that samples have been impacted, the results of the accompanying QA/QC samples will be evaluated to determine if the samples could have been contaminated during the sample collection or analytical processes. When field contamination is suspected, the sampling procedures will be reviewed with the sampling crew and/or analytical laboratory to minimize the potential for a repeat of the error. [For example, if BTEX (benzene, toluene, ethylbenzene and xylene) components are detected in the field blank, it is possible that the samples were collected downwind of a gasoline-powered

engine, and correction may include verification that samples are collected upwind of a potential contaminant source.]

In the case of suspected laboratory contamination, CONSULTANT will review the data to identify possible contaminant sources, and will discuss these issues with the analytical laboratory to review the historical data and potential false positive results. If necessary, recommendations will be developed for the laboratory to take appropriate measures to identify the cause of laboratory-related sample contamination, and to implement a program to reduce the possibility of future contamination. In any event, if the "false positive" cannot be readily dismissed, as a result of analytical or field QA/QC procedures, CONSULTANT will provide recommendations to COUNTY for a retest of that monitoring point as required.

Data Entry:

Field and laboratory data will be tabulated to permit evaluation of current results and comparison with historical data. Upgradient and downgradient monitoring results will be clearly distinguished and the results will also be compared with applicable, relevant and appropriate requirements established by California Department of Health Services and the U.S. Environmental Protection Agency. Graphs depicting historical groundwater elevation and laboratory analytical results will be presented in each facility's annual monitoring report, and laboratory reports will be provided digitally [in electronic deliverable format (EDF) and portable document format (PDF)] for upload into GeoTracker.

Groundwater Contours:

Using the field data, CONSULTANT will plot groundwater elevations on plans of the three landfill properties to depict lines of equal groundwater elevation (i.e., equipotential contours) and directions of groundwater flow. Considering the proximity of residential wells to the Caspar Landfill, and recognizing that Volatile Organic Compounds (VOCs) are routinely detected in monitoring wells at the site (albeit at low concentrations), if requested by COUNTY, CONSULTANT will also plot the distribution of VOCs in groundwater near the Caspar Landfill.

Statistical/Non-Statistical Analysis of Groundwater Quality Data:

In response to Federal Code of Regulations Title 40, 27CCR, and RWQCB requirements, groundwater monitoring programs for Class III landfills must include statistical analyses to evaluate groundwater quality conditions. CONSULTANT will perform statistical analyses for each landfill in accordance with Title 27CCR and the requirements of each landfill's WDRs and M&RP. The data will be statistically analyzed using Sanitas software (a program that is acceptable to the California State Water Resources Control Board and the U.S. EPA) and tabulated for inclusion in monitoring reports. CONSULTANT will continue to carry out these analyses throughout the term of the project so that they are consistent with historical practices.

Trend Analyses:

Analysis of landfill groundwater and surface water quality data trends is an annual reporting requirement for all COUNTY landfill sites. Trend analyses will be performed using Sanitas software and charts will be prepared using black and white graphics with distinctive data markers and line patterns for each well or analyte so that the charts can be photocopied with acceptable quality. Significant increasing or decreasing trends will be described in each report. Data trends will be summarized in the annual summary reports as required by the site-specific WDRs or other RWQCB orders.

Evaluate Water Quality Protection Standards:

Section 20390 of 27CCR requires development of a water quality protection standard (WQPS) for each landfill that includes a list of the constituents of concern and associated concentration limits, the point of compliance, and all monitoring points at the site. The WQPS applies during the active life of a landfill, the closure period, the post-closure maintenance period, and during any compliance period. WQPSs have already been established for the COUNTY's landfills. However, if additional background wells are installed at any of the sites, data from the new wells will be combined with other background data to calculate a revised WQPS.

Verification Sampling: If statistical or non-statistical analyses of the analytical results indicate a new release from one of the landfills, recommendations for verification sampling and RWQCB notification will be submitted to the COUNTY. For purposes of verification, retest sampling and analysis will be conducted in accordance with the WDR/M&RP for each site. Retest samples should be analyzed only for those constituents that were identified at concentrations above background or WQPS standards in the initial sample. If the compound is not detected in either of the retest samples, then a false positive detection will be concluded for the primary sample. If the compound is detected in one or both of the retest samples, then the primary detection will have been verified.

Should retesting verify a release, in accordance with 27CCR, a single sample from each Detection Monitoring Program (DMP) monitoring point at that site should then be analyzed for the full list of constituents of concerns (COC)s.

Landfill Release Notification:

When laboratory analytical reports are received, they will be reviewed by the QA Manager for completeness and conformance with holding time requirements. In addition, for DMP protocols, wells monitored under the non-statistical VOC/COC special analysis should be carried out to evaluate when there is evidence for tentative identification of a release from the landfill. If a VOC/COC special "hit" is identified, this information is then transmitted verbally to the COUNTY's Project Manager with a recommendation for retesting, if appropriate. [It should be noted that in some cases (e.g., detection of constituents such as methylene chloride and toluene, which are common laboratory or field-introduced contaminants),

retesting may not be necessary. This conclusion will be reviewed with COUNTY and, if appropriate, negotiated with the RWQCB.] Similarly, after the statistical analyses are completed, COUNTY will be notified if the statistical conclusions suggest evidence of a new release.

A follow-up letter to provide written documentation and notification of a tentatively identified release to the RWQCB will then be prepared and submitted to COUNTY. This notice will include a summary of the laboratory findings, and a copy of the relevant laboratory analytical report(s). The COUNTY can then use the letter and laboratory analytical report(s) as a basis for providing the 7-day tentative release notification to the RWQCB required by regulation.

1.5.2 – Report Preparation

Draft monitoring reports will be prepared for each of the landfills when monitoring has been completed. These reports will be prepared quarterly for the Caspar Landfill and semiannually for the Laytonville and South Coast Landfills. Each report will contain the information required by the individual site WDRs or other RWQCB orders or directives. Text sections will focus on chemical and/or groundwater elevation variations identified during the monitoring period that deviate significantly from earlier reporting periods. The monitoring reports will be prepared under the supervision of a California Certified Hydrogeologist who will sign and stamp the reports.

As required, monitoring reports will integrate data collected by COUNTY's sampling crew, as well as standard observations made by COUNTY's staff and other landfill consultants, including visual observations of site conditions, copies of the regulatory agency inspections, landfill gas system records, leachate collection system information, and copies of the diversion and drainage facilities inspection and evaluation logs. Discussions will be more detailed when chemical and/or elevation variations are noted from earlier reporting periods, and recommendations for verification and/or initiation of additional studies will be presented, if appropriate.

Each report will include:

- A one-page Executive Summary that provides a succinct overview of the monitoring results and compliance status of the facility.
- Summary descriptions of the site's location, geologic and hydrogeologic setting, waste disposal history, waste containment improvements, monitoring station locations with respect to compliance monitoring, and any past corrective actions taken to mitigate a release.
- Description of field sampling methods, sample shipment protocols, and laboratory quality assurance measures.
- Laboratory certificates of analysis and a discussion of laboratory QA/QC results.

- One plan that depicts the geographic location of the facility and a second plan that depicts site topography, monitoring station locations, and groundwater equipotential contours to show groundwater flow directions and gradients beneath and adjacent to the site.
- Tabulated presentation of current and historical groundwater elevation and laboratory analytical results including a separate comparison of current upgradient and downgradient results, as well as comparisons to State and Federal constituent concentration limits when appropriate.
- Statistical evaluation of the analytical data.
- Graphical depiction of historical groundwater elevation and laboratory results to identify any trending conditions (annual reports).
- Conclusions regarding the compliance status of the individual landfill and recommendations, if necessary, for follow-up testing and analyses to verify the monitoring results.

CONSULTANT will also upload the landfill data into each site's GeoTracker database concurrent with submittal of the groundwater monitoring reports. For this task, electronic data files will be prepared by the laboratory and delivered to CONSULTANT by email. CONSULTANT will then review the files and upload the electronic data to the State's database. A full copy of the report will also be uploaded in PDF format.

1.6 – Annual Monitoring Report Preparation

As allowed by the facility WDRs and as requested by the COUNTY, the Fourth Quarter (Fall) Reports (typically submitted in January of each year) will also serve as the annual report, and will include a summary of groundwater, surface water and landfill gas conditions found at the site during the previous year. The annual reports will include an evaluation of trends interpreted from time-series plots for at least the previous five calendar years, and report monitoring changes made or observed since the last annual report.

1.7 – Project Administration & Regulatory Liaison

1.7.1 – Project Administration

CONSULTANT's primary objective for this project is to complete the specified work on time and within budget to the highest quality professional standards. To achieve this objective, CONSULTANT will maintain regular communication with COUNTY's Project Manager through personal interaction, telephone and e-mail communication, and written monthly progress reports. CONSULTANT is also prepared for project status presentations to inform and update technical and/or regulatory staff at the request of the COUNTY.

Upon receiving a notice-to-proceed, CONSULTANT will immediately convene the Project Manager and team members to initiate the work effort and review the project work schedule and deadlines.

CONSULTANT's Project Manager will be responsible for preparing monthly progress reports that will accompany invoices for services rendered. The reports will include descriptions of monthly activities performed, activities to be undertaken during the following month, identifiable concerns, and proposed solutions. The Project Manager will also be responsible for:

- Informing COUNTY of all significant events.
- Making recommendations for resolution of problematic project conditions.
- Integrating all project components.
- Regular monitoring of progress.
- Providing sound technical recommendations.
- Quality control audits of reporting, analytical, and monitoring activities.
- Developing and maintaining cost-control scheduling, estimating, and status.
- Reporting systems necessary to ensure that the project is completed on time and within budget.

CONSULTANT's Project Manager will be the primary point of contact with the COUNTY. Any billing inquiries or issues should be directed to the CONSULTANT's Project Manager, who will work with COUNTY to resolve any issues. Draft invoices will be provided to the Project Manager each month, and will show all charges by task (including hours and rates) for each Team member. These invoices also include a variance analysis, showing budgets, earned value, and total billed for each task. This information will be compared to the project schedule, and any discrepancies will be addressed and/or corrected.

1.7.2 - Regulatory Liaison

Throughout the contract, CONSULTANT will support COUNTY in periodic agency meetings by preparing and making presentations, as requested. It is expected that these discussions could address the COUNTY's plans for reasonable reductions in the groundwater monitoring program. All discussions/meetings with agencies will be documented, as appropriate, by CONSULTANT's Project Manager.

CONSULTANT is prepared to work with the RWQCB or other entities throughout the project to host or attend any hearings or public meetings that might facilitate the review or approval of projects related to the COUNTY's landfills. At the COUNTY's direction, CONSULTANT will support the COUNTY in agency meetings by preparing and making presentations. All discussions and meetings with agencies will be documented, as appropriate, by CONSULTANT's Project Manager. Contacts with others will be made only as approved by the COUNTY, and all contacts will be documented on telephone conversation logs or in meeting minutes, as appropriate.

TASK 2 – SOUTH COAST LANDFILL IGP COMPLIANCE ASSISTANCE

Task 2.1 – Compliance Group Participation

Register the South Coast Transfer Station/Landfill in the NoCal 5093 Compliance Group and act as Compliance Group Leader, including meeting the responsibilities as required by Section XIV(B) of the IGP.

Task 2.2 – Stormwater Sampling

Provide stormwater sampling services at the South Coast Landfill.

- Bottle order/chain of custody forms will be update to reflect updated contact information and sample constituents if needed.
- For a given qualifying storm event samples will be collected and delivered/or courier by the lab to Alpha Analytical Laboratory by CONSULTANT. Laboratory invoicing will be to COUNTY.
- Within 30 days of receiving sample analytical data and after review and consultation with COUNTY, CONSULTANT will enter the storm water sampling and analytical data into the SMARTS electronic filing system, in accordance with the IGP. Input will include: sample information (location, date, sample time) and results; method detection limits; and reporting limits for each monitoring parameter. SMARTS will automatically evaluate the sample data and compare the results with the established NAL. The CONSULTANT will verify the comparison.
- CONSULTANT will notify COUNTY stormwater program manager when the data have been entered and are ready for review and certification.
- CONSULTANT will represent COUNTY insofar as water quality testing and analysis is concerned with Alpha Analytical Laboratory.

Task 2.3 – Industrial General Permit Implementation

CONSULTANT will perform the following IGP required tasks as required by the IGP:

- Conduct annual compliance group site inspection and SWPPP pollution prevention team training.
- Conduct annual comprehensive facility compliance evaluation (ACFCE) that will include an annual review of all sampling, visual observation, and inspection records generated during the year; an inspection of BMPs, drainage areas, and potential pollutant sources, and review of the current SWPPP to verify the accuracy of the SWPPP site map. The QISP will also provide recommendations to COUNTY for implementation of additional BMPs and SWPPP revisions, as deemed needed. The ACFCE will occur no less than eight months and no more than 16 months since the previous ACFCE.

DOT Agreement No. 220003

BOS Agreement No. _____

- If necessary, the QISP will prepare ERA Level 1 evaluations and/or Level 1 or Level 2 Technical Reports.
- Following completion of the annual program, an annual report for the South Coast Landfill will be prepared in SMARTS on or before June 30. Annual reports will include the completed Compliance Group Checklist, explanations for any non-compliance within the reporting year, the date of the ACFCE, and any revisions to the SWPPP. The reports will require certification by COUNTY by the July 15 due date.

COUNTY will be responsible for payment of invoices from Alpha Analytical Laboratory.

The transfer station operator will continue to be responsible for monthly site inspections as required by the IGP.

EXHIBIT B

PAYMENT TERMS

1. CONSULTANT shall be compensated on a time-and-expense basis not-to-exceed Six hundred and five thousand seven hundred sixty three dollars (\$605,763), in accordance with the Geo-Logic Associates 2022-2027 Fee Schedule, included as Attachment 1 to Exhibit B, to this Agreement. This fee shall not be exceeded without the prior written authorization from the COUNTY. Unit rates stated in Fee Schedule, included in Attachment 1 to Exhibit B include, without limitation, salary, fringe benefits, overhead, and profit and shall not be billed separately.
2. COUNTY shall pay CONSULTANT for all work requested upon the satisfactory completion of said work.
3. CONSULTANT's statement of charges shall be submitted to COUNTY on a monthly basis.
4. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.

2022-2027 FEE SCHEDULE

PROFESSIONAL STAFF

Staff Professional I	\$135.00/Hour
Staff Professional II	150.00/Hour
Staff Professional III	160.00/Hour
Project Professional I	177.00/Hour
Project Professional II	192.00/Hour
Project Professional III	206.00/Hour
Senior Professional I	227.00/Hour
Supervising Professional/Senior Professional II	254.00/Hour
Principal Professional I	276.00/Hour
Principal Professional II	317.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x HourlyRate

FIELD/LABORATORY STAFF

Technician I	104.00/Hour
Technician II	112.00/Hour
Technician III (or Minimum Prevailing Wage)	124.00/Hour
Technician IV	150.00/Hour
Laboratory Manager	165.00/Hour
Principal Technician	190.00/Hour

CADD/GIS

CADD/GIS/Database Manager I	108.00/Hour
CADD/GIS/Database Manager II	130.00/Hour
CADD Designer	143.00/Hour
GIS Specialist	175.00/Hour

SUPPORT STAFF

Administrative Assistant I	95.00/Hour
Administrative Assistant II	120.00/Hour
Technical Editor	120.00/Hour
Senior Technical Editor	150.00/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%

<continued on next page>



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.

2022-2027 FEE SCHEDULE

<u>TEST NAME</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
<u>Geotechnical / Physical Properties</u>		
Moisture Content, gravimetric	D2216/D4643	\$22/Test
Moisture Content (volumetric and gravimetric) and Bulk Density	D7263	\$30/Test
Porosity.....		\$225/Test
Particle Size Analyses		
Standard Sieves and Hydrometer	D422	\$220/Test
Standard Sieves, no Hydrometer	D422	\$170/Test
Particle Size Analysis – Fine Grading	D422	\$138/Test
Particle Size Analysis – Dry Sieve.....	D421	\$100/Test
Particle Size Analysis – Aggregate, no hydrometer	D422/C136/CT202	\$200/Test
Particle Size Analysis with Gravel with hydrometer.....	D422	\$250/Test
Percent Passing #200 Sieve	D1140/C117	\$85/Test
Atterberg Limits		
Liquid Limit, Plastic Limit, Plasticity Index (LL, PL, and PI)	D4318	\$180/Test
Liquid Limit.....	D4318	\$100/Test
Plastic Limit	D4318/CTM 204	\$100/Test
Specific Gravity, Fine (<4.75mm diameter materials)	D854	\$100/Test
Specific Gravity, Coarse (>4.75mm diameter materials)	C127	\$127/Test
Proctor Compaction Test		
Method A or B (<25% retained on a 3/8" sieve)	D698/D1557	\$195/Test
Method C (>25% retained on a 3/8" sieve).....	D698/D1557	\$250/Test
Moisture Density Single Point, std/mod (Proctor check point)	D698/D1557	\$88/Point
Moisture Density Curve	CTM 216	\$204/Test
Percent Organic Matter by Muffle Furnace.....	D2974	\$100/Test
<u>Permeability / Conductivity Testing</u>		
Hydraulic Conductivity, Fixed Wall, up to 6" Diameter Cell	Modified	\$300/Test
Constant Head Permeability.....	D2434	\$280/Test
Flexible Wall Method, 1" to 4" Diameter Sample	D5084	\$352/Test
<u>Strength and Consolidation Testing</u>		
Consolidation Testing		
Consolidation Test (single point).....	D2435	\$110/Test
Consolidation Test (without rate data)	D2435	\$180/Test
Test rate data per load increment	D2435	\$72/Test-Load
Expansion/Collapse Testing		
Expansion Index of Soils.....	D4829	\$170/Test
Expansion Index Test w/Cement or Lime treated soils.....	D4829	\$200/Test
Strength Testing		
Unconfined Compressive Strength (UC), 2-3"	D2166	\$105/Test
Triaxial Shear		
Unconsol.-Undrained Triax. Compression (UU), 2-3", 1-pt test	D2850	\$204/Test
Consolidated Undrained Triax. Compression (CU), 2-3" (per point) ...	D4767	\$478/Point
Consolidated Drained Triax. Compressions (CD), 2-3" (per point).....	D7181	\$710/Point
Direct Shear		
Direct Shear, 2.5"	D3080	\$204/Point
Direct Shear Test (saturated)	D3080	\$88/Point
Direct Shear Test (saturated, recycled – strain rate 0.0042"/min)	D3080	\$148/Point
Direct Shear Test (consolidated drained, residual)	D3080	\$300/Point
Direct Shear Test (at natural moisture).....	D3080	\$77/Point
R-Value	D2844/CTM301	\$250/Test



2022-2027 FEE SCHEDULE

<u>TEST NAME</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
<u>Aggregate Testing</u>		
Sand Content	D2419/CMT 217	\$100/Test
Durability Index (coarse)	D3744/CMT 229	\$200/Test
Durability Index (fine).....	D3744/CMT 229	\$150/Test
<u>Soil with Amendments and Slurry Testing</u>		
R-Value (treated soils)	D2844/CTM301	\$300/Test
Compressive Strength, Soil-Cement	D1633/D1632	\$198/Point
Pocket Penetrometer		\$11/Test
<u>Soil Chemistry</u>		
pH of Soil		\$24/Test
Chloride Content (subcontracted).....	CTM 422	\$60/Test
Sulfate Content (subcontracted)	CTM 417	\$60/Test
Soil Resistivity (subcontracted).....	G57/CTM 643	\$100/Test
Corrosion Series (Min. resistivity, pH, SO ₄ , Cl; subcontracted).....		\$195/Test

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 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

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

DOT Agreement No. 220003

BOS Agreement No. _____

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.

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