

CONSULTANT AGREEMENT BETWEEN THE COUNTY OF LAKE AND SCS ENGINEERS
CONSTRUCTION QUALITY ASSURANCE SERVICES FOR THE
EASTLAKE LANDFILL PHASE ONE CELL CONSTRUCTION EXPANSION PROJECT

This Agreement is made and entered into this 12th day of March, 2024, by and between the COUNTY of Lake, hereinafter referred to as "COUNTY", and SCS Engineers, hereinafter referred to as "CONSULTANT".

WHEREAS, COUNTY has identified the need for professional construction quality assurance services in support of the planned Phase One Cell Construction Project at the Eastlake Sanitary Landfill; and

WHEREAS, pursuant to County policy, proposals were solicited for said services and a Consultant Selection Board determined CONSULTANT to be the most qualified; and

WHEREAS, CONSULTANT warrants that it is specially trained, experienced, and competent to perform such services.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

I.
CONSULTANT'S RESPONSIBILITIES

- A. CONSULTANT shall perform the services described in Exhibit "A", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibit "A", the provisions of this Agreement shall control.
- B. Time of Beginning and Completion of Services: Work on the PROJECT shall begin no later than five (5) calendar days after CONSULTANT's receipt of a COUNTY issued Notice to Proceed. CONSULTANT shall perform services within the times or by the dates provided in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the Notice to Proceed, or other delay factors not subject to CONSULTANT control.
- C. CONSULTANT's Project Director shall be Michael P. Bradford. At no time shall CONSULTANT replace the Project Director unless previously approved in writing by COUNTY.
- D. If during the term of this agreement the consultant discovers any errors, inconsistencies, or omissions in the CONSULTANT's documents, CONSULTANT shall promptly notify the County Project Manager, in writing, of the possible error, inconsistency or omission.

II.
COUNTY'S RESPONSIBILITIES

The COUNTY's responsibilities will include the payment for the CONSULTANT's services and the time period within which payment must be made. Additionally, the COUNTY may agree to provide certain information, documents, work space, and/or materials.

- A. COUNTY Furnished Data: COUNTY will provide to CONSULTANT all data in COUNTY's possession relating to CONSULTANT's services on the PROJECT.
- B. Access to Facilities and Property: COUNTY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services. COUNTY will be responsible for all acts of COUNTY's personnel.
- C. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, COUNTY will obtain, arrange and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services.
- D. Timely Review: COUNTY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as COUNTY deems appropriate; and render in writing decisions required by COUNTY in a timely manner.
- E. Prompt Notice: COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or of any defect in the work of CONSULTANT.
- F. If during the term of this agreement the COUNTY discovers any errors, inconsistencies or omissions in the contract documents, the County Project Manager shall promptly notify the CONSULTANT, in writing, of the possible error, inconsistency or omission.
- G. Environmental Clearances: COUNTY will be responsible for all environmental clearances.

III.
CONSULTANT'S REPORT AND/OR MEETINGS

- A. The CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Project Manager to determine if the CONSULTANT is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- B. The CONSULTANT's Project Manager shall communicate with the COUNTY's Project Manager as needed to discuss progress on the project(s).

IV.
SUBCONTRACTORS

A. Subcontractors

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the COUNTY and any subcontractors, and no subcontract shall relieve the CONSULTANT of his/her responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The

CONSULTANT's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONSULTANT.

2. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.
3. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
4. CONSULTANT shall pay its subcontractors within forty five (45) calendar days from receipt of each payment made to the CONSULTANT by the COUNTY.
5. Any substitution of subcontractors must be approved in writing by the COUNTY's Contract Manager in advance of assigning work to a substitute subcontractor.

B. Prompt Payment of Funds Withheld to Subcontractors

1. The COUNTY shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to the prime CONSULTANT based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime CONSULTANT, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
2. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

V.

COMPENSATION AND TERMS OF PAYMENT

Payment to CONSULTANT will be made as follows:

- A. **Invoices and Time of Payment:** Monthly invoices will be issued by CONSULTANT for all services performed under this AGREEMENT. Invoices shall reference the project title and shall provide a breakdown of percentage of work completed by project phase. Invoices are due and payable upon receipt.

Invoices shall be emailed to the Public Services Department at the following address:

Publicservices.ap@lakecountyca.gov

Upon satisfactory completion of services enumerated in ARTICLE I herein, the final payment of any balance will be due upon receipt of the final invoice. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work.

- B. **Interest:** Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. COUNTY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If COUNTY fails to make payment in full to CONSULTANT for services within sixty (60) days of the date due for any uncontested billing, CONSULTANT may, after giving seven (7) days written notice to COUNTY, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to COUNTY for delays or damages caused COUNTY because of such suspension of services.

- C. **Compensation:** The COUNTY agrees to pay CONSULTANT a not-to-exceed amount of four hundred eight thousand two hundred six dollars (\$408,206.00), including cost of labor and expenses, to perform the professional services provided by this agreement and as presented by Tasks 1 through 4 in Exhibit "A", attached hereto and incorporated herein. Total payments to CONSULTANT shall not exceed the estimated cost in Exhibit "A", without prior written authorization by COUNTY and formal Amendment to this Agreement.
- D. The CONSULTANT shall not be entitled to compensation from the COUNTY for additional services to the extent that the services are the result of failures by the CONSULTANT or CONSULTANT's subconsultants to follow generally accepted professional standards and practices.

VI. TERM

This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2025, unless earlier terminated as hereinafter provided. This term may be extended an appropriate period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided.

VII. DUE PERFORMANCE - DEFAULT

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10)

days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires. Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

VIII. **TERMINATION**

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY or Director of Public Services upon thirty (30) days written notice to CONSULTANT.

Upon termination prior to the full and satisfactory completion of CONSULTANT's performance under this Agreement, COUNTY shall not be liable to pay CONSULTANT the total compensation set forth in Article V of this Agreement, but CONSULTANT shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONSULTANT covered by this Agreement. Upon termination of this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY.

If this agreement is terminated by COUNTY as a result of alleged negligence, errors or omissions by CONSULTANT in the performance of its services under this agreement, COUNTY shall have the right to withhold payment due in an amount that is in proportion to the amount found to arise from CONSULTANT'S negligence, errors or omissions. The proportioned amount shall be withheld until settlement or adjudication.

IX. **INSURANCE**

CONSULTANT shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to COUNTY, ten (10) days notice if cancellation is due to nonpayment of premium.

CONSULTANT shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONSULTANT to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire

Agreement. COUNTY shall not be responsible for any premiums or assessments on the policy.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this Agreement by CONSULTANT and prior to commencement of work hereunder.

- A. **Compensation Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, CONSULTANT shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by CONSULTANT's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. **Commercial General Liability.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001, or its equivalent) for bodily injury, personal injury, and broad form property damage, in an amount of not than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent CONSULTANT's liability. If such policy includes an aggregate limit, such aggregate limit shall be at least double the per occurrence limit required herein.
- C. **Automobile Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONSULTANT's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- E. **Subcontractors.** CONSULTANT shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONSULTANT described with particularity hereinbelow.
- F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The COUNTY, its officers, officials, employees, and designated agents are to be covered as additional insureds and shall be added in the form of an endorsement to CONSULTANT's insurance on Form CG 20 10 11 85, or its equivalent. CONSULTANT shall not commence work under this Agreement until he has had delivered to COUNTY the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the COUNTY to perform the work of improvement.

Coverage shall not extend to any indemnity coverage for the active negligence of the

additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

- G. **Other Insurance Provisions.** For any claims related to the work performed under this Agreement by CONSULTANT, the CONSULTANT's Commercial General Liability insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, designated agents or appointed volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONSULTANT shall reduce or eliminate such deductibles or self-insurance retentions as they apply to COUNTY or CONSULTANT shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONSULTANT under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONSULTANT agrees to maintain required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONSULTANT may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

COUNTY shall include a provision in its contract with the general contractor hired to perform the work of improvement a provision requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the COUNTY, its officers, officials, employees, designated agents, appointed volunteers and SCS Environmental Consultants and Contractors, as additional insured.

X.
INDEMNIFICATION - HOLD HARMLESS

Each Party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, to the extent of the indemnifying party's own negligent acts and/or omissions, recklessness, or willful

misconduct which caused said claim, demand, liability, loss, damage, cost expense, and/or attorney's fees.

This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

CONSULTANT's obligations under this Section shall survive the termination of the Agreement.

XI. **CONSULTANT'S WARRANTIES**

CONSULTANT hereby makes the following representations and warranties:

A. **Standard of Care.** CONSULTANT represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONSULTANT or designated subconsultants, in a manner according to generally accepted practices of the CONSULTANT's or subCONSULTANT's profession.

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 correct the work at no additional charge to generally accepted standards and practices of the engineering profession; (c) terminate this Agreement pursuant to the provisions of Article VII; or (d) pursue any and all other remedies at law or in equity.

Assigned Personnel:

1. CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from COUNTY.
2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY to enter into this Agreement. CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY
3. In the event that any of CONSULTANT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONSULTANT's control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements.

B. **Non-Discrimination in Employment.** In the performance of the work authorized under this Agreement, CONSULTANT shall not unlawfully discriminate against any qualified worked because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

- C. **Adherence to Applicable Disability Law.** CONSULTANT shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
- D. **HIPAA Compliance.** CONSULTANT will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
- E. **Safety Responsibilities.** CONSULTANT will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONSULTANT agrees that in the performance of work under this Agreement, CONSULTANT will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- F. **Interest of CONSULTANT.** CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.
- G. **Covenant Against Contingent Fees.** The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- H. **Laws to be observed.** CONSULTANT will comply with all laws, regulations, orders, and decrees applicable to the PROJECT. Indemnify and defend the COUNTY against any claim or liability arising from the violation of a law, regulation, order, or decree by CONSULTANT or your employees. Immediately report to the Contract Manager a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the COUNTY incurs any fines or penalties because of CONSULTANT's failure to comply with a law, regulation, order, or decree, the COUNTY will deduct the amount of the fine or penalty.

Immediately notify the Contract Manager, if a regulatory agency requests access to the job

site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

XII.
ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONSULTANT from COUNTY under this Agreement may be assigned by the CONSULTANT to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

XIII.
INDEPENDENT CONTRACTOR

It is specifically understood and agreed that, in the making and performance of this Agreement, CONSULTANT is an independent contractor and is not an employee, agent or servant of COUNTY. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONSULTANT is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONSULTANT and CONSULTANT's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

XIV.
MODIFICATION

- A. This Agreement may only be modified by a written amendment thereto, executed by both parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- C. There shall be no change in the CONSULTANT's Project Manager or members of the project team, as listed in the Cost Proposal which is a part of this contract, without prior written approval by the COUNTY's Project Manager.

XV.
ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

XVI.

OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY. The CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the COUNTY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the CONSULTANT.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

XVII.

RETENTION OF RECORDS / AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the CONSULTANT, subcontractors and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The state, the State Auditor, the COUNTY, FHWA or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

XVIII.

JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. CONSULTANT waives any right of removal it might have under California Code of Civil Procedure Section 394.

XIX.
NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

XX.
SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

XXI.
NON-APPROPRIATION

In the event COUNTY is unable to obtain funding at the end of each fiscal year for professional engineering services required during the next fiscal year, COUNTY shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to COUNTY, CONSULTANT hereby expressly and irrevocably waives its right to such remedy.

XXII.
CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which is designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- C. The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings, or in response to questions from a Legislative committee.
- D. The CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY and receipt of the COUNTY's written permission.
- E. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity, other than the COUNTY.

XXIII.
NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code, Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the CONSULTANT within the immediately preceding two-year period because of the CONSULTANT's failure to comply with an order of a Federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

XXIV.
NON-DISCRIMINATION

- A. During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, mental condition (cancer), age (over 40), marital status, and denial of family care leave. CONSULTANTS and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONSULTANTS and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900.0 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. The CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- C. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this contract by reference.

XXV.
DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Manager and Department Head, who may consider written or verbal information submitted by the CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the COUNTY GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.
- D. COUNTY shall not withhold amounts from the CONSULTANT's compensation to impose a penalty or liquidated damages on CONSULTANT, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless CONSULTANT agrees. In the event of a dispute arising from a Change Order for which the County contends CONSULTANT is responsible, the COUNTY may withhold fees from the CONSULTANT equal to the value of that portion of the Change Order directly caused by CONSULTANT'S alleged errors or omissions which fell below the standard of care or ten percent (10%) of CONSULTANT'S total fees, whichever is lesser. Thereafter, COUNTY and CONSULTANT agree to meet in good faith within 30 days of the disputed Change Order issue arising and to negotiate and resolve any fee dispute arising from alleged error or omission. If good faith negotiations do not resolve the dispute, COUNTY and CONSULTANT shall enter into voluntary mediation (fees to be split equally) to work to resolve any fee dispute arising from alleged error or omission.

XXVI.
SAFETY

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

XXVII.
STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

XXVIII.
CONFLICT OF INTEREST

- A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

XXIX.
REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXX.
PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

XXXI.
CONTINGENT FEE

The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

XXXII.
AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY's CHIEF FINANCIAL OFFICER.
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COUNTY's CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

XXXIII.
EVALUATION OF CONSULTANT

The CONSULTANT's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

**XXXIV.
NOTICES**

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake
333 Second St
Lakeport, California 95453
Attn: Lars Ewing, Public Services Director


SCS Engineers
3117 Fite Circle, Suite 108
Sacramento, CA 95827
Attn: Michael Bradford

**XXXV.
PROVISIONS**

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

COUNTY and CONSULTANT have executed this Agreement on the day and year first written above.

COUNTY OF LAKE:


Bruno Sabatier (Mar 13, 2024 12:16 PDT)

Chair, Board of Supervisors

CONSULTANT:



SCS Engineers

ATTEST: SUSAN PARKER
Clerk of the Board of
Supervisors

By: 
Johanna Delong (Mar 13, 2024 10:49 PDT)

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: 



Construction Quality Assurance (CQA) for Eastlake Landfill Phase I Excavation and Liner System Construction Project

County of Lake
Public Services Department
333 Second Street
Lakeport, CA 95453
707-262-1618

SCS ENGINEERS

010883223 | January 29, 2024

3117 Fite Circle, Suite 108
Sacramento, CA 95827
916-361-1297

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Attachments

- A. Cost Estimate Table
- B. SCS Engineers Fee Schedule

January 29, 2024
File No. 010883223

Mr. Lars Ewing, Public Services Director
County of Lake
Public Services Department
333 Second Street
Lakeport, CA 95453

Dear Mr. Ewing:

Subject: Proposal for Construction Quality Assurance (CQA) for Eastlake Landfill Phase I
Excavation and Liner System Construction Project

SCS Engineers is pleased to submit our proposal to provide CQA services for the County of Lake (County) Eastlake Landfill Phase I construction project, in response to your request for proposal. We are ready and prepared to provide full Professional and CQA services for the project. We very much appreciate and look forward to continuing our working relationship with the County, upon notice to proceed.

Sincerely,



Michael P. Bradford, PE
Project Director
SCS Engineers



Bill Haley, PE
Project Director
SCS Engineers

MPB/WH



1 PROJECT UNDERSTANDING

SCS is submitting this proposal to the County of Lake (County) to provide Construction Quality Assurance (CQA) for Eastlake Landfill (Landfill) Phase I Excavation and Liner System Construction Project. We understand that the County is currently in the bid phase of the project and preparing to select a contractor to complete the work. We also understand that the County wishes SCS to provide the requisite CQA and certifications services for this project.

Thanks to years of landfill cell design, construction, and CQA program management experience and expertise held by your SCS engineering team, SCS has an intimate understanding of the importance of successfully executing a CQA Program on a project of this magnitude. On these large construction projects, we understand the importance to our clients of having a CQA consultant that is a responsive and responsible partner. We recognize the immense value of providing organized and focused communication on a project where multiple consultants, contractors, and regulators may be involved. Most importantly, SCS understands the high level of meticulous organization, timely coordination, and detailed documentation necessary to successfully complete all facets of a landfill cell CQA Program, and deliver a high-quality completed disposal cell to our clients. From day one SCS will demonstrate to the County our expertise, quality, and command of a CQA Program, and that we deserve to be your CQA Consultant.

2 SCOPE OF WORK

SCS has developed this scope of work based on the requirements specified in our Issued for Bid design plans, specifications, and CQA Plan dated October 24, 2023 and Revised January 3, 2024 and other landfill cell construction projects throughout the Southwest (see below). On the proposed project, it is our understanding that the County wants SCS to fill the role of construction administrator, essentially acting as the County's primary representative during construction. We also understand that the County wants SCS to fully manage the CQA Program, which includes coordinating and managing soil and liner materials testing, periodic certification surveys, on-site CQA services, and project completion and certification. The following tasks have been organized to provide the requested services; these tasks are strictly based on construction specifications for testing requirements and frequencies.

Task 1 – CQA Program Management and Certification Services

SCS will provide construction administration during construction of the project. SCS will act as the County's representative and primary point of contact between construction contractors and the County on day-to-day matters during construction.

Task 1 Services:

- Preparation and facilitation of a weekly construction meeting with Contractors and County. Dispersal of weekly meeting agenda and minutes. Minutes will be sent out within 5-days of associated meeting.
- Participation and facilitation of one (1) pre-construction meeting with the County and the earthworks contractor prior to start of earthworks and one (1) pre-liner system installation meeting with the geosynthetics installer.
- Participation and facilitation of two (2) post construction project walkthroughs, one (1) at substantial completion and one (1) for project acceptance.

- As-needed communications with the contractors and/or the County. Meetings beyond what is defined are assumed to be virtual, unless otherwise requested. If additional in-person meetings are required by the County, SCS can provide upon request at additional time, material, and expense costs.
- Reviewing and providing the County with recommendations regarding contractor pay applications, change orders, and other construction contract related inquiries.
- Coordination and management of soil and aggregate material laboratory testing as required by the CQA Plan.
- Coordination and management of liner material laboratory conformance and construction testing as required by the CQA Plan.
- Coordination and management of on-site CQA monitoring staff for structural fill soil, liner system, leachate collection and control system (LCRS) aggregates, protective cover soil for the liner system, and the Mechanical Stabilized Earth (MSE) wall. This includes review of daily reports and field liner CQA documentation forms.
- Review of contractor request for information or clarification.
- Review of contractor material submittals.
- Coordination and management of periodic survey verification/certification services.

Budgetary Assumptions for Task 1:

- Pre-construction startup period of two (2) weeks, construction project duration of 120-days (18-weeks). 20-week service period total.
- SCS's CQA Officer's budget assumes:
 - An average of 8 hours per week of office support throughout construction.
 - One (1) in-person day trip visit per week to attend the weekly construction progress meeting. It is assumed the liner pre-installation meeting will be held in conjunction with a weekly progress meeting.
 - Attend the preconstruction meeting in-person.
- The SCS CQA Manager or Certifying Engineer Budget Assumes:
 - An average of 5-hours per week of office support throughout construction.
 - Virtually attendance of one (1) 1.5-hour long weekly construction progress meeting per week
 - One (1) in-person per month at key milestones to monitor progress.
- 40 hours total for as-needed support from staff level engineers or administrative professionals throughout the project.
- Includes \$10,000 allowance for as-needed consultation of the record Slope Stability Engineer, Rick Mitchell.
- Includes \$3,500 allowance for as-needed consultation with the Electrical Engineer, Asplundh Engineering Associates, Inc.

Time will be billed per the attached budgetary breakdown table. Additional time or expenses over and above those assumed above will be billed at the unit rates stated on the attached budgetary breakdown table.

Task 2 – CQA Program Implementation Services

The following task is based on an assumed construction project duration of 120-days (or 18-weeks) and the material testing requirements as defined in the Issued for Bid Construction Documents by SCS Engineers Dated October 24, 2023 and Revised January 3, 2024 (Construction Docs). SCS is teaming with subconsultant Universal Engineering Sciences (UES) to provide qualified field soil technicians and liner CQA monitors to provide construction observation, quality assurance, and documentation throughout the project. UES's technicians and monitors will report daily to SCS's CQA Team.

In general, SCS assumes the following monitoring schedule, based on the construction schedule and discussions with County staff about on-site CQA monitoring presence expectations:

Earthworks CQA Services

- Earthworks will proceed for ~8 weeks (4-weeks for cell subgrade, 4-weeks for MSE Wall and Storm Drain), or 48-days (8 weeks x 6 days per week). SCS assumes that a CQA Monitor will be required full time for 5-weeks and part time for 3-weeks throughout earthworks to perform the requisite sampling, lab testing, field in-place soil density testing, and documentation of progress. Full-time days assume 11-hours per day, and Part-time days assume 5-hours on average per day. More specifically, SCS assumes:
 - Field Soil Technicians will arrive on site, as needed, to collect soil and aggregate samples for laboratory testing throughout the project:
 - Soil/aggregate samples will be delivered to a laboratory for the following testing procedures. The following number of tests have been determined, based on the estimated quantities and testing requirements stated in the Construction Docs:
 - Subgrade Soil, assumes 1-sample per acre of subgrade prepared. Phase 1 is ~7.5 acres, so eight (8) samples are assumed for budgetary purposes. Less sampling may be allowed if the subgrade soils are found to be relatively homogenous. Testing for subgrade soils will be as follows:
 - (8) Soil Particle Size (ASTM D422/1140)
 - (8) Soil Classifications (ASTM D2487)
 - (8) Modified Proctor Moisture Density Relationship curves (ASTM D 1557)
 - (8) Atterberg Limits (ASTM D4318)
 - Leachate Drainage Aggregates, assumes 1-sample per 5,000 cubic yards (CY) of material to be placed. Approximately 5,600 CY of rock is to be placed on this project, so (6) samples are assumed for budgetary purposes. Testing for leachate drainage aggregates will be as follows:
 - (6) sieve analysis (ASTM C136)
 - (6) Permeability (ASTM D2434)
 - (1) Calcium Carbonate Content (ASTM D4373) (Only one per source is required)

- Operations Layer, assumes 1-sample per 5,000 CY of material to be placed. Approximately 24,400 CY of soil is to be placed on this project, so (5) samples are assumed for budgetary purposes. Testing for operations soils will be as follows:
 - (5) Soil Particle Size (ASTM D422/1140)
 - (5) Soil Classifications (ASTM D2487)

- Mechanically Stabilized Earth (MSE) Wall Backfill Material, assumes 1-sample per 5,000 CY of material to be placed. Approximately 1,500 CY of soil is to be placed on this project, so (1) samples are assumed for budgetary purposes. Testing for MSE Wall backfill soils will be as follows:
 - (1) Soil Classification (ASTM D2487).
 - (1) Standard Proctors (ASTM D698).
 - (1) Soil Particle Size (ASTM D422/1140).
 - (1) Atterberg Limits (ASTM D4318)
 - (1) Direct Shear Test (ASTM D3080)
 - MSE Wall Geogrid Conformance Testing. See next section.

If additional soil/aggregate laboratory tests are required they will be provided at additional cost per the attached rate sheet.

- Field Soil Technicians Perform field in-place soil density and moisture testing per (ASTM D-6938) at 1-test per 10,000 ft per lift. This includes required periodic sand cone (ASTM D1556), oven (ASTM D2216) verifications, and soil classification.

Liner System CQA Services

- Based on experience with liner installation and CQA, SCS has assumed liner system installation (liner materials, LCRS, and cover soil) will proceed for ~7 weeks, or 42 working days. SCS shall provide a full-time qualified liner CQA Monitor for up to 11 hours per day during this time frame. In total, SCS will provided up to 882 hours (666 regular hours, and 216 overtime hours) of CQA monitoring. Fees include related trip and equipment costs. CQA Monitor will perform the following tasks during liner, LCRS, and protective operations layer installation for Phase 1:
 - Full time (6-days per week at up to 12 hours per day) to ensure the proper day-to-day implementation of CQA Plan requirements. In accordance with the CQA Plan, the CQA Monitor will perform geosynthetics CQA monitoring (i.e., liner installation forms), destructive seam sampling, laboratory testing, and documentation. The CQA Monitor will also provide oversight during placement of drainage gravel, LCRS piping, and ops soil layer to insure liner system integrity.
 - SCS is teaming with TRI Environmental (TRI), an accredited geosynthetics liner testing firm, to perform the liner materials conformance sampling, testing, and geomembrane destructive sample testing. On behalf of SCS and the CQA Team, a representative from TRI will visit the geosynthetics manufacturing plant(s) in order to assess the process and acquire conformance testing samples. The following number of tests have been determined based on the estimated quantities derived from Construction Docs:

- (7) geomembrane conformance tests
 - (4) geosynthetic clay liner conformance tests
 - (1) geosynthetic clay liner residual shear test
 - (2) geonet conformance tests
 - (2) geocomposite conformance tests
 - (5) geotextile conformance tests
 - (115) destructive seam tests
 - (6) interface shear friction test
- MSE Wall Geogrid Conformance Testing. Although the geogrid placement doesn't require fulltime CQA, the CQA Plan does require the geogrid materials be conformance tested for approval to use. SCS estimates ~40,000 SF of material is to be installed to create the MSE Wall, with conformance testing required a minimum of one per 161,000 square feet of material to be placed. Thus, SCS assumes on (1) conformance test will be required for the MSE Wall geogrid material.

If additional tests are required they will be provided at additional cost per the attached rate sheet. Costs for sampling and shipping are included in the fees per the attached rate sheet.

This task excludes leak location survey, SCS can provide this service at additional cost.

CQA Survey Services

SCS will coordinate with a professional land surveyor registered in California to perform the role of CQA Surveyor. As required by the CQA Plan and Construction Specifications the Surveyor will perform the following surveys to facilitate certification:

- (1) Pre-construction topography of the work area including major grade breaks
- (1) Post-construction topography of the work areas including major grade breaks
- (1) After completion of subgrade
- (1) After completion of the gravel drainage layer
- (1) After completion of the protective soil layer.

SCS assumes that day-to-day construction survey for control and miscellaneous pay quantities will be provided by the Contractor at their expense. Although SCS will perform the requisite coordination for the above surveys, SCS assumes that the County and surveyor will enter into a contract separate agreement for payment and the surveyor will directly bill the County for these services. If the County wishes to have surveying services run through SCS, this will be provided at additional cost.

Task 3 – Construction Reporting

Upon completion of construction, SCS will prepare a report that presents a summary of work and records of construction observations for the project. The report will include documents required by the project CQA Plan on the following components:

- Summary of observed construction activities.
- Description of tasks performed by the CQA Monitor.
- Description of changes and deviations from original design.
- Observations and critical issues.
- Daily and weekly reports.

- CQA laboratory and field test results.
- Entire project CQA documentation.
- Construction photo log.
- Liner installer's quality control test results and documentation.
- As-built and red-line drawings based on Contractor provided markups.

The Final Construction Certification Report will be stamped and certified by the California Registered Professional Certifying Engineer and delivered to the County and the Regulatory Authority. Reports defined above will be transmitted digitally in PDF format, and the report includes up to two (2) comment/review/response cycles with the County and two (2) with the Regulatory Authority.

Task 4 – Miscellaneous On-Call

This Task is intended to provide the County and SCS with a budget for unforeseen issues unrelated to the explicit scope of Tasks 1-4, which may arise during the course of the project. This will provide us with a mechanism to quickly identify and implement a course of action to address an issue without requiring a pause in the flow of the project to write and approve change orders. SCS will not bill to this task without request from the County and efforts spent against this task will be billed on a time-and-materials basis using our negotiated rate sheet.

3 ASSUMPTIONS

In preparing the above scope of services, SCS has made the following assumptions:

- Budgets have been derived based on the Construction Documents and construction contract duration of 120-days. Exceedance of the durations, frequencies, and hours explicitly stated in this proposal will be provided at additional cost per the separately attached rate schedule.
- SCS is providing exclusively the as-built survey services provided in Task 4. SCS assumes all other required construction survey for control and pay quantities will be provided by the County's selected contractor at their expense.
- A field trailer will not be required for CQA services, and any CQA personnel equipment storage can be coordinated with the County or contractor.
- The construction contractor's and landfill's on-site facilities (restroom, copier, fax machine, etc.) will be made available to the CQA monitor(s) during the course of the project.
- Overtime will be charged and will consist of hours worked over 8 hours in a single day.
- Technician will require 1 hour per day off site for daily report and documentation materials sample handling and shipping.
- No engineering services are explicitly provided. Construction engineering to respond to field request for clarification or field design change requests are included. Construction engineering is limited to providing minor design clarifications to the existing overall Phase 1 design plans. New designs or major design overhaul efforts may require a change order.
- Professional services not explicitly defined in this proposal are not provided.

4 PROJECT SCHEDULE

SCS is ready to begin work on this project upon written authorization to proceed from the County, and is committed to providing the services at the specified time frames, frequencies, and labor hours explicitly stated in this proposal.

5 COMPENSATION

SCS will provide the services described at the time frames, frequencies, and labor hours explicitly stated in this proposal for the following fees. If construction exceeds the assumed time frames, frequencies, and labor hours explicitly stated in this proposal, SCS will provide the County with a change order proposal for the out-of-scope services provided and will not proceed with providing those services without a written notice to proceed.

CONSTRUCTION ADMINISTRATION, MANAGEMENT, QUALITY ASSURANCE MONITORING, AND CERTIFICATION FOR EASTLAKE LANDFILL PHASE 1		
Task	Basis of Billing	Total Cost
Task 1 – CQA Program Management And Certification Services	Cost Estimate Table ⁽¹⁾	\$127,630
Task 2 – CQA Program Implementation Services	Cost Estimate Table ⁽¹⁾	\$255,576
Task 3 – Construction Certification Report	Lump Sum	\$15,000
Task 4 – Miscellaneous On-Call	Time and Materials ⁽²⁾	\$10,000
TOTAL ESTIMATED COST		\$408,205.70

(1) See assumed unit rates, hours, and costs to be used as basis of billing for Tasks 1 and 2 on attached Cost Estimate Table.

(2) Task 4 to be billed based on SCS Standard Fee Schedule. Although the attached fee schedule states that it expires March 31, 2024, SCS will honor the rates stated throughout the duration of this project.

Attachment A
COST ESTIMATE TABLE

SCS ENGINEERS - COST ESTIMATE TABLE
COUNTY of LAKE - CONSTRUCTION QUALITY ASSURANCE SERVICES
 EASTLAKE LANDFILL - PHASE I

Construction Schedule Assumptions

ITEM	Months	Weeks	Days (6-day/week)
Time Required for Office Support (120-days or 18-weeks, Plus 2-weeks Preconstruction)	-	20	-
Days of Earthworks - Full-Time Soils CQA	-	5	30
Days of Earthworks - Part-Time Soils CQA	-	3	18
Days of Liner System installation - Full-Time CQA	-	7	42
CQA Monitor Average Regular Hours/day During Earthworks			330
CQA Monitor OT Hours/day During Earthworks			90
CQA Monitor Regular Hours/day During Liner System Install			336
CQA Monitor OT Hours/day During Liner System Install			126

*Soils and liner CQA Monitor is regular rate up-to 8-hour per day, with OT charged for hours over 8-hr/day or 40-hr/week.

TASK 1 – CQA PROGRAM MANAGEMENT AND CERTIFICATION SERVICES

Personnel	Rate (\$)	Unit	Unit Quantity	Item Total
Office Support (20-weeks)				
Certifying Engineer/Project Manager (5-hrs/week)	\$ 295.00	/hour	100	\$ 29,500.00
CQA Officer (8-hrs/Week)	\$ 195.00	/hour	160	\$ 31,200.00
Staff Professional (as needed support)	\$ 157.00	/hour	20	\$ 3,140.00
Site Visits				
CQA Officer (1 day visit/Week, plus preconstruction meeting = 19 visits)	\$ 195.00	/hour	152	\$ 29,640.00
CQA Officer In-Person Meeting Travel Expenses*	\$ 150.00	/trip	19	\$ 2,850.00
Certifying Engineer (1 visit/month, plus preconstruction meeting = 5 visits)	\$ 295.00	/hour	40	\$ 11,800.00
Certifying Engineer In-Person Meeting Travel Expenses*	\$ 1,200.00	/trip	5	\$ 6,000.00
Subconsultant Allowances				
As Needed Consultation of Slope Stability Engineer	\$ 10,000.00	Allowance	1	\$ 10,000.00
As Needed Consultation of Electrical Engineer	\$ 3,500.00	Allowance	1	\$ 3,500.00
Task 1 Total				\$ 127,630.00

*Assumes in-person meeting by CQA Officer from Sacramento and Certifying Engineer from San Diego or Phoenix

TASK 2 – CQA PROGRAM IMPLEMENTATION SERVICES

ITEM	Rate (\$)	Unit	Unit Quantity	Item Total
Onsite Personnel Costs				
Mobilization/Demobilization	\$ 2,530.00	EA	8	\$ 20,240.00
Onsite - CQA Soils/Liner Technician (Regular time)	\$ 151.80	/hour	666	\$ 101,098.80
Onsite - CQA Soils/Liner Technician (Overtime)	\$ 202.40	/hour	216	\$ 43,718.40
Per Diem for Full Days	\$ 316.25	/day	72	\$ 22,770.00
Soil Lab Cost				
Compaction Characteristics (ASTM D1557)	\$ 284.63	/test	8	\$ 2,277.00
Compaction Characteristics (ASTM D698)	\$ 253.00	/test	1	\$ 253.00
Soil Particle Size (ASTM D422/1140)	\$ 442.75	/test	14	\$ 6,198.50
Rock Permeability (ASTM D2434)	\$ 632.50	/test	6	\$ 3,795.00
Soil Classification (ASTM D2487)	\$ 63.25	/test	14	\$ 885.50
Rock Sieve Analysis (ASTM D136/117)	\$ 253.00	/test	6	\$ 1,518.00
Atterberg Limits (ASTM D4318)	\$ 189.75	/test	9	\$ 1,707.75
Calcium Carbonate Content (ASTM D4373)	\$ 379.50	/test	1	\$ 379.50
Direct Shear (ASTM D3080)	\$ 379.50	/test	1	\$ 379.50
Sample Shipping	\$ 158.13	/sample	20	\$ 3,162.50
Geosynthetics Lab Costs				
Conformance Testing				
HDPE Geomembrane Conformance Testing	\$ 443.90	/test suite	7	\$ 3,107.30
GCL Conformance Testing	\$ 792.35	/test suite	4	\$ 3,169.40
GCL Residual Shear	\$ 805.00	/test	1	\$ 805.00
Geonet Conformance Testing	\$ 1,192.55	/test suite	2	\$ 2,385.10
Geotextile Conformance Testing	\$ 618.70	/test suite	5	\$ 3,093.50
Geocomposite Conformance Testing	\$ 821.10	/test suite	2	\$ 1,642.20
Geogrid Conformance Testing	\$ 626.75	/test suite	1	\$ 626.75
Conformance Test Sampling and Transport	\$ 264.50	/sample	22	\$ 5,819.00
Interface Shear Testing				
Subgrade Soil vs. HDPE	\$ 345.00	/load	4	\$ 1,380.00
HDPE vs. GCL vs. HDPE	\$ 690.00	/load	4	\$ 2,760.00
HDPE vs. Friction Sand vs. 12-oz Textile	\$ 414.00	/load	8	\$ 3,312.00
HDPE vs. 12-oz Textile vs. Pea Gravel	\$ 414.00	/load	4	\$ 1,656.00
Subgrade Soil vs. HDPE vs. Geocomposite	\$ 414.00	/load	4	\$ 1,656.00
MSE Wall Soil vs. Geogrid	\$ 345.00	/load	3	\$ 1,035.00
Destructive Seam Testing				
Geomembrane Destructive Seam Testing	\$ 52.90	/test	100	\$ 5,290.00
Geomembrane Destructive Seam Testing (on Saturdays)	\$ 97.75	/test	20	\$ 1,955.00
Geosynthetics Sample Shipping	\$ 7,500.00	Allowance	1	\$ 7,500.00
Task 2 Total				\$ 255,575.70

SCS ENGINEERS - COST ESTIMATE TABLE
 COUNTY of LAKE - CONSTRUCTION QUALITY ASSURANCE SERVICES
 EASTLAKE LANDFILL - PHASE I

TASK 3 - CQA				
ITEM	Rate (\$)	Unit	Unit Quantity	Item Total
Final Certification Reporting	\$ 15,000.00	Lump Sum	1	\$ 15,000.00
TASK 4 - MISCELLANEOUS ON-CALL				
ITEM	Rate (\$)	Unit	Unit Quantity	Item Total
Time and Materials Budget Not to Exceed	\$ 10,000.00	T&M	1	\$ 10,000.00
PROJECT TOTAL				\$ 408,205.70

Attachment B
SCS Engineers Fee Schedule



Fee Schedule

(Effective April 1, 2023 through March 31, 2024)

	Rate/Hour
Clerical	90
Administrative/Secretarial	99
Technician	112
CAD Drafter.....	115
Senior Engineering Technician.....	120
Technical Associate I	125
Technical Associate II	130
Assistant Office Services Manager/Project Administrator	130
Office Services Manager/Senior Project Administrator.....	135
Associate Staff Professional I.....	140
Project Analyst.....	140
Associate Staff Professional II.....	145
CAD Designer I.....	145
Staff Professional I.....	150
Staff Professional II.....	155
Senior Office Services Manager.....	160
CAD Designer II.....	165
Staff Professional III.....	165
Project Professional I	170
Project Professional II	178
Project Professional III	185
Senior Project Professional I	195
Senior Project Professional II	208
Senior Project Professional III	215
Industrial Hygienist/Safety Professional	225
Project Manager I.....	228
Project Manager II.....	235
Senior Certified Industrial Hygienist/Safety Professional	250
Project Manager III.....	255
Project Manager IV.....	262
Senior Project/Technical Manager I	270
Senior Project/Technical Manager II	275
Senior Project Advisor.....	285
Project Director I	295
Project Director II	305
Project Director III	315
Principals and Executives.....	See Note 7

General Terms

1. Scheduled rates are effective through March 31, 2024. Work performed thereafter is subject to a new Fee Schedule.



2. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.
3. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$100 for up to a half day (4 hours) of use, and \$150 for up to a full day (company cars at \$80/\$120). These charges incorporate an allowance of 100 miles per job per day; a per-mile surcharge is applied for additional miles based on the applicable federal rate. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
4. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
6. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.
7. Hourly rates for Principals and Executives will be on an individually negotiated basis. Typically, these rates are \$335/hour for Principals, \$360 for Vice Presidents, and \$405/hour for Senior Vice Presidents and Senior Executives.