

CONSULTANT AGREEMENT BETWEEN THE COUNTY OF LAKE AND SCS ENGINEERS  
FOR FIELD INVESTIGATION, ENGINEERING ANALYSES, AND PRELIMINARY DESIGN  
SERVICES FOR EASTLAKE LANDFILL EXPANSION

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 services in support of the planned expansion of 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 lead personnel and those of its subcontractors that will be associated with the services provided pursuant to this agreement shall be those designated in Exhibit "A", attached hereto and incorporated herein (if applicable). At no time shall CONSULTANT replace project personnel or subcontractor(s) 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.
- H. Asbestos or Hazardous Substances and Indemnification: To the maximum extent permitted by law, COUNTY will indemnify CONSULTANT and CONSULTANT's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation or dispute resolution expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the PROJECT.

### 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 mailed to the Public Services Department at the following address:

County of Lake  
Public Services Department  
333 Second St.  
Lakeport, California 95453

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 stipulated sum not-to-exceed five hundred ten thousand two hundred fifty dollars (\$510,250.00), including cost of labor and expenses, to perform the professional services provided by this agreement and as presented by Tasks 1 through 5 in Exhibit "A", attached hereto and incorporated herein. Total payments to CONSULTANT shall not exceed the stipulated sum, in total or as budgeted by task 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, 2020, 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 CONSULTANT**

It is specifically understood and agreed that, in the making and performance of this Agreement, CONSULTANT is an independent CONSULTANT 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 10532, 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  
7041 Koll Center Parkway, Suite 135  
Pleasanton, CA 94566  
Attn: Joseph Miller

**XXXV.  
PROVISIONS**

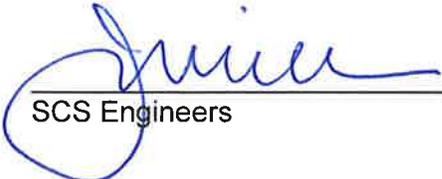
This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties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

CONSULTANT:

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
SCS Engineers

ATTEST: CAROL J. HUCHINGSON  
CLERK OF THE BOARD  
OF SUPERVISORS

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_

By:  \_\_\_\_\_



Environmental Consultants  
and Contractors

7041 Koll Center Parkway  
Suite 135  
Pleasanton, CA 94566

925 426-0080  
FAX 925 426-0707  
www.scsengineers.com

## SCS ENGINEERS

May 26, 2017  
File No. 010420217

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

**Subject: Proposal for Engineering Services: Landfill Expansion Field Investigation,  
Engineering Analysis, and Preliminary Design  
Eastlake Sanitary Landfill, Clearlake, California**

Dear Mr. Ewing:

This letter offers a proposal for SCS Engineers (SCS) to provide continued engineering services in support of the County's planned expansion of the Eastlake Sanitary Landfill, Clearlake, California (Landfill). We will be assisted by the firm SHN Consulting Engineers (SHN) as a subcontractor to SCS.

### PROJECT UNDERSTANDING

SCS has previously estimated on behalf of the County, that as of January 1, 2017, the remaining net (useable) airspace capacity at the Landfill is approximately 680,000 cubic yards. This remaining airspace is expected to be exhausted in 8 to 10 years (as soon as year 2025).

In 2015 and 2016, the County retained SCS and SHN to evaluate siting, design, permitting and regulatory approvals necessary to expand disposal capacity. Six landfill expansion alternatives have been explored, including four on County-owned properties and two on both County and other adjacent property(ies) owned by South Lake Refuse Company. A summary report with results of preliminary site suitability analyses, conceptual design and cost estimates for the six alternatives was presented to the County on December 23, 2016. These alternatives will provide 1.3 to 1.9 million cubic yards of additional disposal capacity, respectively (beyond the currently permitted capacity).

As part of this earlier work, the SCS team performed an initial evaluation of biological, cultural, geotechnical, and hydrogeologic conditions within proposed landfill expansion areas, specific to County-owned properties. The initial evaluations consisted of review of publically-available information. It was determined that further field investigations were warranted to confirm initial findings and provide a basis of design for the selected alternative(s).

SCS is providing this proposal to perform the next stage of work for geotechnical and geologic/hydrogeologic investigations; and biological, cultural/archaeological resource evaluations. These field investigation and preliminary design activities correspond to the second

step in the landfill expansion process outlined in our December 2016 Landfill Alternatives Evaluation report.

## SCOPE OF WORK

Our scope of work for this phase of the Project will include the following research and field investigations, specific to County- and South Lake Refuse Company properties under consideration for Landfill expansion, **Figure 1**, (Site, or Study Area):

- Site Investigations for Basis of Design
  - Geotechnical
  - Geologic
  - Hydrology
  - Hydrogeology
  - Botanical/Biological Resources (initial studies authorized under separate engagement)
  - Cultural/Archaeological Resources
- Engineering Analyses
- Preliminary Design (50% Design)
- Updated Cost Estimates

### **Task 1 – Research and Field Investigation**

SCS will perform research and field investigations as outlined below.

A summary report will be prepared with results of research and field investigations including mapping of key features, field and laboratory data, conclusions on basis of design parameters (soil availability and types, geologic hazard potential, ground water elevations, and other criteria affecting landfill expansion siting restrictions, preferences and design criteria).

#### **Geotechnical / Geologic Investigations**

##### **Borings and Trenching**

Borings and backhoe trenches will be constructed in the proposed landfill expansion area(s) as well as the potential borrow area(s). Soil samples will be collected and tested for strength and engineering properties to determine the suitability of expansion areas for landfill development and ripability and engineering properties of borrow materials. SCS will install up to seven (7) soil borings and sixteen (16) backhoe trenches for the investigation. We will submit soil samples to a certified subcontract laboratory to perform American Society of Testing Materials (ASTM) test procedures needed to perform engineering assessments of the site and soil conditions. The results of the tests will be used for soil usage and slope stability calculations that will be performed for the Basis of Design report.

### **Fault Hazards**

Based on our previous investigation, no Holocene active faults are mapped within 5 miles of County properties under consideration for Landfill expansion. However; several Quaternary age faults were mapped within the Study Area, none of which were judged to be a potential active seismic source based on the available published geologic mapping and reporting conducted by the United States Geological Survey and the California Geological Survey (formerly Division of Mines and Geology). Further investigation has been recommended by the SCS team.

Further fault hazard investigation will be performed and will include both onsite and offsite historical aerial photographic interpretation, detailed surficial field mapping, and onsite geophysical seismic refraction surveys to verify the locations of the mapped faults previously identified in the Study Area that may be used for landfill development. The focus of this task is to preliminarily assess the age and recency of the faulting based on surficial geomorphic evidence including, but not limited to, the presence of fault lineaments, fault scarps, offset landforms and stratigraphy observed in natural and road cut exposures.

Following the preliminary field review, a determination will be made as to what additional detailed fault studies are needed to assess the age and recency of the mapped faults projecting through the proposed landfill expansion areas. For this phase of the field investigation, we have anticipated up to 200 feet of fault trench and 4 soil borings to a depth of 50 feet each to make a determination of the faults age and activity status in the prospective expansion area.

### **Landslide Hazards**

Landslide deposits have been mapped in the Study Area based on previous research by the SCS Team. These were identified as relict features and no active landslides appear to be present in proposed expansion areas. Further investigation and mapping is recommended to confirm these preliminary findings.

Further landslide hazard investigation will be performed and will include aerial photographic interpretation and detailed field mapping to verify the locations of the mapped landslides previously identified in the Study Area. The focus of this task is to preliminarily assess how recently the landslides occurred based on geomorphic evidence including, but not limited to, the presence of landslide head and lateral scarps, landslide deposits, and disrupted and deformed landforms. Such features were previously identified on the South Lake Refuse Company property. These features will be confirmed in the field.

A detailed geologic map will be prepared showing the various geological features that are present.

### **Hydrology Investigation**

Study Area topography, drainage characteristics, and surface evidence of subsurface formations will be assessed to aid in the design and layout of the proposed expansion areas. Field mapping will occur to evaluate surface and subsurface formations connectivity and groundwater conditions that may influence design features such as leachate collection and landfill base liner

requirements. As part of this task, available published mapping will be refined and confirmed in the field to show contours, drainage, topography, surficial deposits, geologic formations, bedrock depth and type, and estimated depth to groundwater that can be used to further define suitable expansion areas.

### **Hydrogeologic Investigations**

As part of previous work, inferred ground potentiometric surfaces were identified based on extrapolation of then-available data. Further field investigation was recommended as a basis for permitting and final design.

Included in this task will be an assessment of the background characteristics of existing groundwater conditions. Under a separate work authorization, a network of boreholes and monitoring wells are currently being installed by SHN to identify potential chemical releases to groundwater in the vicinity of the Landfill. This information and that from select new well installations will supplement the existing subsurface data and monitoring well network in order to further delineate the hydrogeologic information in the proposed expansion area(s).

The new data will aid in the characterization of hydrogeologic conditions within the proposed expansion areas. The primary objective will be to identify groundwater occurrence (potentiometric surface) as it affects base grades for landfill cell construction. The data acquisition program will be designed to include an assessment of geologic formations, groundwater depth, flow directions, existing groundwater quality, and construction characteristics of Site soils. Due to the relatively high expense of conducting hydrogeologic investigations, these subsurface investigations shall be conducted within the proposed expansion areas that exhibit the most promising characteristics as determined from the geologic and hydrology investigations.

Subsurface investigation will consist of drilled borings below, and adjacent to, the proposed expansion areas to determine subsurface conditions. For the purposes of the study, up to six additional groundwater wells to depths not to exceed 120 feet will be installed. Groundwater samples will be collected from selected wells and tested for the following:

- Field parameters
- General chemistry
- Metals
- VOCs

### **Botanical/Biological Resources**

Seasonally appropriate botanical and wildlife surveys have been authorized by the County and are currently underway within the Study Area under a separate proposal and authorization. The first phase of these surveys has been completed (early blooming season) and the second phase of this work will be completed in June 2017, to observe the second blooming season and for indication of wildlife habitat. A formal wetland delineation will be needed if a wetland currently exists within the Study Area and is

expected to be impacted by Landfill expansion. Such a delineation would be done under a separate scope and fees provided at the time the nature and extent is better known. A riparian habitat assessment will be evaluated for all creeks and streams within the project area during the botanical and wildlife surveys.

### **Cultural/Archaeologic Resources**

Potential impacts to cultural resources are those that could affect historic, archeological, and paleontological resources. Because the project is subject to permits from the Army Corp of Engineers (ACOE), Lake County, and the City of Clearlake, the landfill expansion project is subject to cultural resource consideration found in the laws, ordinances, regulations, and statues listed below:

- National Historic Preservation Act (NHPA)/Section 106 (Federal requirement under the Army Corp of Engineers Section 404 permit);
- California Environmental Quality Act (CEQA, Title 14; Chapter 3; Article 5; Section 15064.5);
- SB 18 Native American Consultation;
- AB 52 Tribal Consultation;
- City of Clearlake General Plan (Chapter 9 Conservation, CO 10.1-10.3; eastern parcels); and,
- Lake County General Plan (Chapter 9 Open Space, Conservation and Recreation, Sections 9.8 and 9.9; western parcels).

Both NHPA/Section 106 and CEQA require a lead agency to determine whether a project will have a significant effect on one or more cultural/historical resources. Steps to fulfilling the permitting requirements include the identification, recordation, evaluation, and preservation/ mitigation of cultural resources within the project area. A Phase 1 cultural resources inventory fulfilling Section 106 requirements will also satisfy CEQA, the City of Clearlake, and Lake County requirements, on the condition that Native American and tribal consultation are carried out, as well as California SB 18 and AB 52, respectively.

Although no significant historic property or resource is publicly identified within the boundaries of the study area, publicly available information indicates the overall project area exhibits a moderate potential for both prehistoric and historic resources, with a slightly higher potential for resources along the creek and stream banks. The area exhibits a low potential for paleontological resources.

National Register of Historic Places (NRHP) listed resources identified near the project location include the Anderson Marsh Archaeological District (2 miles) and the Lower Lake Stone Jail (3 miles). These two known resources are not at risk for direct or indirect (visual/noise) impacts from the proposed project.

Academic archaeological literature indicates permanent prehistoric settlements along creeks that are not within view of, but have easy access to, the lake shore, including Cache Creek (2 miles). Temporary prehistoric resource procurement encampments (food, basket materials) are identified as being situated along the nearby ridges and slopes with several occurring at elevations of 1,300 feet. Ridge-tops and drainages are commonly identified as prehistoric travel corridors. Two large prehistoric villages within 4 miles of the project site exhibit radio carbon dates of 10,000 years before present (BP).

Further research and field work will be performed to meet federal and state reporting and permitting requirements. An initial phase 1 cultural resource inventory will require the following:

- Confidential records search at the California Historic Records Information System
- Confidential review of the Sacred Land File by the Native American Heritage Commission
- Consultation with federally recognized tribes laying claim to the lake area, including Big Valley Rancheria (Pomo), Elem Indian Colony (Pomo), Middletown Rancheria (Pomo, Miwok, Wappo), Robinson Rancheria (Pomo), and Upper Lake Rancheria
- Formal literature review
- Geo-archaeological assessment indicating potential for subsurface cultural components
- Intensive pedestrian survey of the project area by a Registered Professional Archaeologist (RPA) submission of a phase 1 cultural resources inventory report

## **Task 2 – Engineering Analysis**

The findings of the research and field investigations will be used to perform various engineering analysis that will be summarized in a Basis of Design Report. Engineering analyses will be performed to provide a final basis of design for slope stability parameters, liner configuration, excavation depths and methods, liquids infiltration analyses, soil loss calculations, storm water management, and other parameters.

SCS anticipates that three (3) concept designs will be developed to a level with a recommendation for two (2) of them for County review. SCS envisions that the designs will likely include development of either of the South lake alternatives, a hybrid of each, or an SCS

design alternative, each of which will incorporate and be adjusted to accommodate any field findings from previous investigations.

### **Task 3 – Preliminary Design (50 Percent Design)**

Once the County identifies the preferred or most advantageous concept design, SCS will develop the chosen alternative to a point suitable for environmental review and permitting use. Also included as part of this deliverable, will be the basis of design (BOD) that will include the preferred design alternatives, specifications and estimates (PS&Es), and pertinent support information from investigations performed in the above or other previous tasks performed for the Project.

The preliminary design will include expansion area boundaries, excavation contours and interim/final grades; access roads (or road re-alignment), borrow areas, haul roads, leachate and storm water basins/facilities, etc. The BOD report will include a soil balance for the ultimate site development to show soil excess or soil shortage.

### **Task 4– Updated Cost Estimates**

SCS will prepare concept level cost estimates for expansion designs and a detailed cost estimate for the preliminary expansion design. The estimates will include costs for CEQA application preparation, permitting, final design, and construction and operation of the selected expansion alternative.

### **Task 5– Project Management and Meetings**

SCS will provide project management and coordination of the subcontractor throughout each identified task. This work will involve providing subcontractor support for each applicable task, correspondence with the County, and scheduling for all associated tasks listed above and described below.

Task 5 SCS has budgeted 35 hours of project management time for this effort and will provide a summary report for all affiliated SHN related work to the County upon completion of all activities.

SCS will prepare for and attend meetings with County staff and regulatory Agencies. SCS will also participate in progress meetings with County staff throughout the duration of the Project. For budgeting purposes, we have assumed up to 4 meetings and 6 additional conference call meetings during the period April 2017 through October 2018.

## **SCHEDULE AND BUDGET**

Estimated timeframes for the various stages of site investigation, analysis, and preliminary design are shown below. The detailed estimate is presented as **Table 1** attached.

### ESTIMATED BUDGET AND TIMEFRAME

Item	Cost	Duration
Task 1 – Field Investigations	\$336,820	6 months
Task 2 – Engineering Analyses	\$78,290	6 months
Task 3 – Preliminary Design (50 percent)	\$41,440	6 months
Task 4 – Update Cost Estimates	\$26,080	Concurrent
Task 5 – Project Management and Meetings	\$27,630	Concurrent
Total	\$510,250	18 months

Our cost estimate to complete the work is provided above. Individual task and cumulative budget amounts will not be exceeded without prior approval of the County. This proposal excludes public and stakeholder meetings, presentations and other services not listed above that can be performed at additional cost if requested by the County.

### ASSUMPTIONS

Under this proposal, SCS assumes the following:

1. The County will provide notification to any entity that is required for work outlined in the above tasks.
2. The County will secure access agreements for entrance and required field work on South Lake, City of Clearlake, and Bureau of Land Management properties.
3. Up to seven borings and 16 backhoe trenches (or a combination of each) within the Study Area are proposed.
4. SCS will determine the testing parameters and subcontract with a certified laboratory for standard turn-around-times.
5. All drill cuttings, purge water will be tested and removed, if necessary, by an SCS subcontractor with said expenses paid by the County.
6. All field investigations will be performed within the 6-month time period for the tasks shown. If the field investigations are delayed by the County for any reason, the cost of any task may increase and subject to additional fees charged to the County.
7. Any field investigation herein is based upon Level D personal protective equipment, if a higher level of protection is required, SCS will determine the additional cost to the County.
8. Above costs do not include special handling, storage, or disposal of materials found in any above task. County shall bear these costs if applicable to the work.

9. No fence or structural removal will be required by SCS or our subcontractor to complete the above work. Should that be required, the County will provide their landfill staff to accommodate removal and replacement of such.
10. All construction of access roads, if deemed necessary by SCS or its subcontractor, will be constructed and removed by County landfill staff.
11. 200 feet of fault trenching and four drilled borings to determine fault locations are included in this work scope in the prospective area of expansion.
12. The fault hazard investigation does not include subsurface work that may need to occur offsite to determine age of last rupture to characterize fault activity.
13. No costs are included in this fee proposal to address mitigation of sensitive habitat or listed species identified in the proposed expansion area.
14. The results of the field investigation are not intended to qualify as permit application submittals with detailed analysis and final reports.

## CONTRACT TERMS AND CONDITIONS

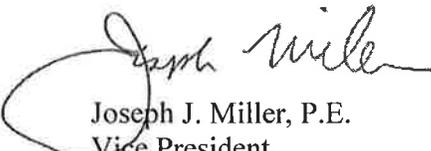
The work will be performed in accordance with our existing agreement with the County dated October 7, 2014, and a purchase order or addendum to the agreement describing the specifics of this project. We propose to submit monthly invoices on a fixed price, percent-complete basis.

## CLOSING

SCS looks forward to working with you on this project. If you have any questions regarding this submittal or desire any additional information, please contact the undersigned.

Sincerely,

  
Ambrose A. McCreedy P.E.  
Project Director  
**SCS ENGINEERS**

  
Joseph J. Miller, P.E.  
Vice President  
**SCS ENGINEERS**



**Table 1**  
**County of Lake**  
**Engineering Services**  
**Field Investigation and Preliminary Design**  
**East Lake Landfill**

- Task 1 - Field Investigations**
- Task 2 - Engineering Analysis**
- Task 3 - Preliminary Design (50 percent)**
- Task 4 - Updated Cost Estimates**
- Task 5 - Project Management and Meetings**

	1	2	3	4	5	Total	Rate (\$/Hr)	Amount(\$)
Principal	0	4	0	0	0	4	275	\$ 1,100
Project Director/Manager	52	56	20	28	56	212	256	\$ 54,272
Senior Technical Staff	24	64	8	8	12	116	256	\$ 29,696
Project Engineer	36	152	80	40	28	336	153	\$ 51,408
Staff Professional	108	164	160	80	36	548	124	\$ 67,952
Administrative	20	28	20	8	16	92	82	\$ 7,544
<b>Subtotals (Hrs)</b>	240	468	288	164	148	1308		\$ 211,972
<b>Labor Cost Per Task (\$)</b>	\$39,996	\$77,708	\$40,888	\$25,912	27468			

**OTHER DIRECT COSTS**

	1	2	3	4	5	Total	Rate	Amount (\$)
Subcontractors:								
Geotechnical	30,000	-	-	-	-	30,000	1	\$30,000
SHN Consultants	239,135	-	-	-	-	239,135	1	\$239,135
CQA move in/out	0	0	0	0	0	0		\$0
Travel:								
Auto Mileage (Miles)	0	0	0	0	0	0	\$0.50	\$0
Airfare - Rnd Trips	0	0	0	0	0	0	\$250	\$0
Field Truck	6	3	0	0	0	9	\$100	\$900
Per Diem	0	0	0	0	0	0	\$135	\$0
Repro & Blueprints (\$)	0	0	500	100	100	\$700	1	\$700
Postage/Freight (\$)	50	50	0	50	50	\$200	1	\$200
Telephone (\$)	50	50	0	0	0	\$100	1	\$100
Permit Fees (\$)	0	0	0	0	0	\$0	1	\$0
Equipment (\$)	0	0	0	0	0	\$0	1	\$0
Misc. Supplies (\$)	0	125	0	0	0	\$125	1	\$125

<b>Total ODC</b>								<b>\$271,160</b>
<b>Admin</b>							<b>10.0%</b>	<b>\$27,116</b>
<b>TOTAL</b>								<b>\$510,248</b>



Job Name **Eastlake Landfill Expansion**  
Task **Field Investigation**  
Job Number **417034**

		<b>Subtask Costs</b>
<hr/> <b>Research and Field Investigation</b> <hr/>		
<b>Task 1</b>	<b>Geologic</b>	\$110,308
<b>Task 2</b>	<b>Hydrology</b>	\$13,568
<b>Task 3</b>	<b>Hydrogeologic</b>	\$86,820
<b>Task 4</b>	<b>Botanical/Biological</b>	\$28,440
<b>Task 5</b>	<b>Cultural Resource</b>	\$13,550
<b>Total Checks</b>		<b>\$239,135</b>

