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.

III.

COMPENSATION

For the services delineated herein, COUNTY agrees to compensate the CONSULTANT on a time-and-materials basis. Total payments to CONSULTANT shall not exceed \$48,806 without prior written authorization by COUNTY and formal Amendment to this Agreement.

The payments prescribed herein shall constitute all compensation to CONSULTANT for all costs of services, including, but not limited to, direct costs of labor of employees engaged by CONSULTANT, subcontractors, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses, fees and charges of CONSULTANT, its agents and employees.

Payments shall be paid from CONSULTANT's original invoices for actual work performed and will be paid within thirty (30) days of receipt of an undisputed invoice.

IV.

TERM

This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2022, unless earlier terminated as hereinafter provided.

V.

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 30 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.

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VI.

TERMINATION

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY upon 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 provision II 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.

VII.

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 twenty (20) days prior written notice has been given to COUNTY.

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.

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.

Insurance: CONSULTANT A. shall procure Compensation 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 case any such work is sublet, CONSULTANT shall require subcontractor similarly to provide Employer's Liability 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. Employer's Liability Insurance shall be in an amount not less than \$1,000,000 per occurrence.

- B. Commercial General Liability. CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, upon CONSULTANT and CONSULTANT's employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001, or equivalent form acceptable to the COUNTY) for bodily injury, personal injury, and broad form property damage, in an amount of not less 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 contractor's liability
- 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.
- D. Professional Liability Insurance. CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONSULTANT, its employees, subcontractors, and agents are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "Claims Made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.
- E. Subcontractors: CONSULTANT shall include all subcontractors as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to COUNTY for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by CONSULTANT hereinafter.
- F. Additional Insured Endorsement: The Commercial General Liability and automobile polices are to contain, or be endorsed to contain, the following provisions: The COUNTY, its officers officials employees, agents and volunteers 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 38 04 13 or equivalent form acceptable to the COUNTY. CONSULTANT shall not commence work under this Contract until he has had delivered to COUNTY the Additional Insured Endorsements required herein.

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

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

Other Insurance Provisions: For any claims related to the work performed under this Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers officials employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers officials employees, agents or volunteers shall be 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: the CONSULTANT shall reduce or eliminate such deductibles or self-insurance retentions; or CONSULTANT shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration and defense related expenses.

Insurance is to be placed with insurers with a current A.M. Best's 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 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.

CONSULTANT agrees to waive all rights of subrogation against COUNTY, its officers, officials, employees, agents, and volunteers for losses arising from work performed by CONSULTANT under this Agreement.

INDEMNIFICATION – HOLD HARMLESS

CONSULTANT shall indemnify and hold harmless COUNTY from any and all claims, demands, actions, liability or loss which may arise from or be incurred as a result of the negligent performance of this Agreement by CONSULTANT.

IX.

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 subcontractors, in a manner according to generally accepted practices of the engineering profession.
- B. Non-Discrimination in Employment. In the performance of the work authorized under this Agreement, CONSULTANT shall not unlawfully discriminate against any qualified worker 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, religious creed, 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.

X.

ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same without 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.

XI.

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).

XII.

MODIFICATION

This Agreement may only be modified by a written amendment thereto, executed by both parties.

XIII.

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.

XIV.

OWNERSHIP OF DOCUMENTS

All non-propriety reports, drawings, rendering, information, and/or other documents or materials prepared by and/or submitted to CONSULTANT hereunder shall become the property of COUNTY. In the event of the termination of this Agreement for any reason whatsoever, CONSULTANT shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to COUNTY without exception or reservation.

XV.

RECORDS – AUDIT

CONSULTANT shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not limited to, documents supporting all bids (if applicable), all income, and expenditures. These documents and records shall be retained by CONSULTANT for at least five (5) years from the completion of this Agreement. CONSULTANT will permit COUNTY to audit all books, accounts, and/or records relating to this Agreement and/or all accounts or records of any business entities controlled by CONSULTANT who participated in this Agreement. An audit may be conducted on CONSULTANT's premises, or at COUNTY's option, CONSULTANT shall provide all books and records within a maximum of fifteen (15) days of CONSULTANT's receipt of written notice to do so from the COUNTY. CONSULTANT shall refund any moneys erroneously charged.

XVI.

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 may have under California Code of Civil Procedure Section 394.

XVII.

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.

1 XVIII. **SEVERABILITY** 2 If any provision of this Agreement is held to be unenforceable, the remainder of this 3 Agreement shall be severable and not affected thereby. 4 XIX. 5 **NOTICES** 6 All notices that are required to be given by one party to the other under this Agreement 7 shall be in writing and shall be deemed to have been given if delivered personally or enclosed in 8 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 9 addresses are changed by notice, in writing, to the other party. 10 11 County of Lake 12 **Public Services Department** 333 Second Street 13 Lakeport, CA 95453 14 Attn: Public Services Director 15 SHN Engineers & Geologists, Inc. 16 812 W. Wabash Ave. 17 Eureka, CA 95501-2138 18 Attn: Erik Nielsen 19 XX. 20 **ADDITIONAL PROVISIONS** 21 This Agreement shall be governed by the laws of the State of California. It constitutes 22 the entire Agreement between the parties regarding its subject matter. This Agreement 23 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. 24 25 /// 26 /// 27 28 ///

1 2 3	COUNTY as above.	nd CONSULTANT have executed	is Agreement on the day and year first written			
4	COUNTY OF LAKE					
5	COUNTY O	F LAKE	CONSULTANT			
6						
7	By: Chair, Board of Supervisors		By: El The (SHN)			
8						
9			Name: 5-29-21			
10						
11						
12	ATTEST:	CAROL J. HUCHINGSON	APPROVED AS TO FORM:			
13		CLERK OF THE BOARD	ANITA GRANT			
14		OF SUPERVISORS	County Counsel			
15	By:		By:			
16						
17						
18						
19						
20						

EXHIBIT A



Phone: (707) 459-4518 Email: info@shn-engr.com Web: shn-engr.com 335 S. Main Street, Willits, CA 95490-3977

Reference: 405057

May 25, 2021

Lars Ewing, P.E. Lake County PSD 333 Second Street Lakeport, CA 95453

Subject: Scope of Work and Cost Estimate for 2021 Monitoring and Reporting Program, Eastlake Sanitary Landfill, Lake County, California. Order No. R5-2019-0009

Dear Lars Ewing:

SHN has prepared the following estimate of costs associated with requirements set forth in Monitoring and Reporting Program (MRP) Order No. R5-2019-0009, issued by the California Regional Water Control Board (RWQCB) on February 8, 2019. The Order identifies requirements for assessing impacts to groundwater, surface water, leachate, and the unsaturated zone with operation of the Eastlake Sanitary Landfill (ESL). This work scope provides a description of services to be conducted that includes the following:

- 1st Half 2021 Monitoring and Reporting
 - o Field support services (Del-Tech Geotechnical)
 - 2nd Quarter groundwater monitoring event
 - Monitoring well maintenance
 - Analytical testing and reporting (BC Laboratories)
 - 34 samples for standard analysis (groundwater)
 - Monitoring report preparation and submittal (SHN)
- 2nd Half 2021 Monitoring and Annual Reporting
 - o Field support services (Del-Tech Geotechnical)
 - 3rd Quarter water level measurements
 - 4th Quarter groundwater monitoring event
 - Leachate pipe discharge sampling
 - Analytical testing and reporting (BC Laboratories)
 - 36 samples standard analysis (groundwater and leachate)
 - Preparation and submittal of 2021 Annual Monitoring Report (SHN)



Lars Ewing, P.E.

2021 Scope of Work and Cost Estimate for WDR Monitoring and Reporting, Eastlake Sanitary Landfill,
Lake County, California. Order No. R5-2019-0009

May 25, 2021

Page 2

The following sections provide a description of tasks identified under the MRP work scope.

Task 1. 1st Half 2021 Monitoring and Semi-Annual Report

The monitoring program at ESL involves testing and reporting for 32 groundwater monitoring wells and 2 field duplicates. No surface water or unsaturated zone samples are expected to be collected during this monitoring period. Maintenance identified for monitoring well MW-21 will be performed, which involves the removal of the well pump and redevelopment of the well. Results from the testing program will be checked for data quality, tabulated, and submitted to the RWQCB in a semiannual report. Additional items included in the report are standard observations, updated constituent limits, historical trends, and interpretation of results. Personnel from the County of Lake and Del-Tech Geotechnical Services Inc. (Del-Tech) will collect field data and samples for laboratory testing. Services to be provided under this task item include Del-Tech field sampling, analytical testing by BC laboratories, sample shipping, contractor coordination, MW-21 well maintenance, agency correspondence, and reporting.

Task 2. 2nd Half 2021 Monitoring and Annual Report

Continuation of the monitoring program at ESL for testing locations previously identified is required on a semiannual basis and will be conducted in October 2021. Additional monitoring to be performed during this reporting period will include leachate discharge sampling (3 pipes), and the 3rd quarter depth to groundwater measurements. Results will be checked for data quality, then tabulated and submitted to the RWQCB in an annual report. The annual report shall include results from the 1st half and 2nd half 2021 monitoring period, waste placement areas, and leachate discharge flow totals. Costs for Del-Tech personnel and equipment, testing of samples collected by BC laboratories, project coordination, correspondence with regulatory agencies, and reporting are included under this task item.

2021 MRP Costs

SHN is proposing to complete 2021 MRP Order No. R5-2019-0009 requirements on a time-and-expenses basis not to exceed \$48,805. The task costs are summarized below, and a detailed breakdown is provided in Attachment 1.

Task 1a. Field Services	\$8,815
Task 1b. Analytical Testing	\$6,760
Task 1c. 1st Half 2021 MRP Report Submittal.	\$7,640
Task 2a. Field Services	\$9,890
Task 2b. Analytical Testing	\$7,160
Task 2c. 2 nd Half 2021 MRP and Annual Repor	rt Submittal\$8,540
	Total\$48,805



Lars Ewing, P.E.

2021 Scope of Work and Cost Estimate for WDR Monitoring and Reporting, Eastlake Sanitary Landfill, Lake County, California. Order No. R5-2019-0009

May 25, 2021

Page 3

SHN believes the estimated cost is reasonable and the outlined services will be cost effective as well as meet the project goals. SHN is committed to this partnership with Lake County, to ensure high quality, cost-effective engineering-related services. Thank you for this opportunity to continue providing environmental engineering services to the County of Lake. Please call me at (707) 441-8855 if you have any questions.

Sincerely,

SHN

Erik J. Nielsen, PG, CHG Project Manager

EJN:ame

Attachment 1. Cost Estimate Summary

I Tal



Job Name

Eastlake Landfill WDR

2021 Monitoring & Reporting

Location Job Number Clearlake, CA 405057.403 Date Duration 5/24/2021 10 months

TASK 1. 1st Half 2	021 MRP						
Classification		Units		Rate			Total
PM	EN	12	hrs	\$170			\$2,040
Geologist	MC	16	hrs	\$125			\$2,000
Enviro Staff	DW	20	hrs	\$100			\$2,000
QA/QC	RR	4	hrs	\$165			\$660
Drafting	CN	4	hrs	\$100			\$400
Admin	LMS	6	hrs	\$90			\$540
				Subtotal Labor	\$7,640		
Outside Fees							
	Deltech	1		\$8,200			\$8,200
	BC-Strd	34		\$185			\$6,290
				Subtotal Equipment		\$14,490	
					\$15,577	7.5% mod	\$1,087
		TASK 1 To	tal	\$23,217	7		
TASK 2. 2nd Half 2	2021 MRP						
Classification		Units		rate			
PM	EN	16	hrs	\$170			\$2,720
Geologist	MC	16	hrs	\$125			\$2,000
Enviro Staff	DW	24	hrs	\$100			\$2,400
QA/QC	RR	4	hrs	\$165			\$660
Drafting	CN	4	hrs	\$100			\$400
Admin	LMS	4	hrs	\$90			\$360
				Subtotal Labor	\$8,540		
Outside Fees							
	Deltech	1		\$9,200			\$9,200
	BC-Strd	36		\$185			\$6,660
				Subtotal Equipment		\$15,860	
					\$17,050	7.5% mod	\$1,190
	TASK		t-I	\$25,590	1		

Grand Total

\$48,806