

LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

(a California public agency)

Board of Directors:

Ralph Ellis, Chairman
Aaron Albaugh, Vice Chairman
Chris Gallagher
Brian Moore
Kevin Stafford
Mendy Schuster (City Alternate)
Tom Hammond (County Alternate)

Staff:

Manager: Vacant Clerk of the Board: Vacant

Counsel: Josh Nelson Landfill Foreman: Gary Gillis

LASSEN REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

BOARD OF DIRECTORS, SPECIAL MEETING

-AGENDA-

TUESDAY

August 31, 2021 at 1:00 p.m. 707 Nevada Street, Susanville, California 96130

- Any person desiring to address the Board of Directors shall first secure permission of the presiding officer.
- ► The Public may address matters under the jurisdiction of the Board of Directors, and not on the Agenda, at the time provided in the Agenda under Public Comment.
- ► The Board of Directors will not take action on any subject that is not on the Agenda.

Next resolution in line for adoption: 2021-02

- A. CALL TO ORDER
- B. ROLL CALL OF BOARD OF DIRECTORS
- C. AGENDA APPROVAL, ADDITIONS AND/OR DELETIONS
- D. CLOSED SESSION No items (s) for consideration.

E. PUBLIC COMMENT

(Any person may address the Board at this time to comment on any subject not on the agenda. However, the Board may not take action other than to direct staff to place the matter on the agenda at a future meeting).

F. REPORTS AND INFORMATION

- 1. Unagendized Reports by Board Members
- 2. Auditor's Report
- 3. Claims of Expenses
- 4. Staff Reports

G. CONSENT CALENDAR

1. Subject: Approve payment in the amount of \$44,726.93 from budget line item - Solid Waste Insurance (585-0241-3001500) to the Special District Risk Management Authority.

(Consent calendar items are routine and usually approved by a single vote. Prior to action by the Board, the public will be given the opportunity to comment on any consent item.

H. REGULAR CALENDAR

- 1. *Subject:* Information concerning the purchase of C&S Waste Solutions of Lassen County, LLC by Waste Connections, Inc.
- 2. *Subject:* That the Board receive update regarding privatization of all solid waste operations.
- 3. *Subject:* Approve entering into an agreement with Northstate Environmental, Inc. in the amount of \$45,199 for groundwater monitoring of multiple landfills and authorize the acting manager to sign the agreement.

I. ADJOURNMENT

Next Regularly Scheduled Board of Directors Meeting: September 28, 2021

Lassen Regional Solid Waste Management Authority



INFORMATION

TO: LRSWMA BOARD OF DIRECTORS

FROM: PETE HEIMBIGNER SUBJECT: AUDITOR'S REPORT

DATE: August 31, 2021

A current Auditor's Report is

unavailable from the Auditor at this time. Board of

Directors action is not required.

Lassen Regional Solid Waste Management Authority



INFORMATION

TO: LRSWMA BOARD OF DIRECTORS

FROM: PETE HEIMBIGNER SUBJECT: CLAIMS OF EXPENSES

DATE: May 25, 2021

The Claims of Expenses for the period of June 23, 2021 to August 26, 2021 is attached.

Board of Directors action is not required.

Fiscal Year 2022 As of 8/26/2021 Fund 585 SOLID WASTE Budget Unit 0241 SOLID WASTE

County of Lassen Budget Status

User: pheimbigner

Cost Center NONE

Percent of Year Elapsed 15 %

Account	Account Name	Adopted Appropriation	Adjusted Appropriation	Expenditures	Outstanding Encumbrance	Unencumbered Balance	Percent Approp Used
3010	SALARIES AND EMPLOYEE BENEFITS						
3000100	SALARIES AND WAGES	\$0.00	\$0.00	\$25,330.76	\$0.00	(\$25,330.76)	0%
3000110	OVERTIME	\$0.00	\$0.00	\$786.99	\$0.00	(\$786.99)	0%
3000130	EXTRA HELP	\$0.00	\$0.00	\$3,530.05	\$0.00	(\$3,530.05)	0%
3000200	RETIREMENT	\$0.00	\$0.00	\$2,683.09	\$0.00	(\$2,683.09)	0%
3000202	MEDICARE	\$0.00	\$0.00	\$459.14	\$0.00	(\$459.14)	0%
3000210	SOCIAL SECURITY	\$0.00	\$0.00	\$1,963.24	\$0.00	(\$1,963.24)	0%
3000300	GROUP INSURANCE - HEALTH	\$0.00	\$0.00	\$1,490.00	\$0.00	(\$1,490.00)	0%
3000310	FLEX PLAN/CAFETERIA	\$0.00	\$0.00	\$4,761.97	\$0.00	(\$4,761.97)	0%
3000320	GROUP INSURANCE - DENTAL	\$0.00	\$0.00	\$292.00	\$0.00	(\$292.00)	0%
3000330	GROUP INSURANCE- LIFE	\$0.00	\$0.00	\$116.00	\$0.00	(\$116.00)	0%
	Major Object Total	\$0.00	\$0.00	\$41,413.24	\$0.00	(\$41,413.24)	0%
3020	SERVICES AND SUPPLIES						
3001100	CLOTHING & PERSONAL	\$0.00	\$0.00	\$98.00	\$0.00	(\$98.00)	0%
3001200	COMMUNICATIONS	\$0.00	\$0.00	\$1,465.34	\$0.00	(\$1,465.34)	0%
3001400	HOUSEHOLD EXPENSES	\$0.00	\$0.00	\$1,302.96	\$0.00	(\$1,302.96)	0%
3001701	MAINTENANCE-COUNTY VEHICLES	\$0.00	\$0.00	\$6,220.25	\$0.00	(\$6,220.25)	0%
3001800	MAINT-BUILDINGS & IMPROVEMENTS	\$0.00	\$0.00	\$171.59	\$0.00	(\$171.59)	0%
3002200	OFFICE EXPENSE	\$0.00	\$0.00	\$641.87	\$0.00	(\$641.87)	0%
3002205	GRANT EXPENSE	\$0.00	\$0.00	\$295.04	\$0.00	(\$295.04)	0%
3002300	PROFESSIONAL & SPECIALIZED SV	\$0.00	\$0.00	\$31,846.69	\$0.00	(\$31,846.69)	0%
3002600	RENTS & LEASES - BUILDINGS	\$0.00	\$0.00	\$3,044.00	\$0.00	(\$3,044.00)	0%
3002800	SPECIAL DEPARTMENTAL EXPENSE	\$0.00	\$0.00	\$8,231.00	\$0.00	(\$8,231.00)	0%

Fiscal Year 2022 As of 8/26/2021 Fund 585 SOLID WASTE Budget Unit 0241 SOLID WASTE County of Lassen Budget Status

User: pheimbigner

Cost Center NONE

Percent of Year Elapsed

%

Account	Account Name	Adopted Appropriation	Adjusted Appropriation	Expenditures	Outstanding Encumbrance	Unencumbered Balance	Percent Approp Used
3002900	TRANSPORTATION AND TRAVEL	\$0.00	\$0.00	\$6,303.53	\$0.00	(\$6,303.53)	0%
3003000	UTILITIES	\$0.00	\$0.00	\$564.50	\$0.00	(\$564.50)	0%
	Major Object Total	\$0.00	\$0.00	\$60,184.77	\$0.00	(\$60,184.77)	0%
	Cost Center Total	\$0.00	\$0.00	\$101,598.01	\$0.00	(\$101,598.01)	0%
	Budget Unit Total	\$0.00	\$0.00	\$101,598.01	\$0.00	(\$101,598.01)	0%
	Fund Total	\$0.00	\$0.00	\$101,598.01	\$0.00	(\$101,598.01)	0%

Date	FD	BU	CC ACCT	PROG	Agreement	Vendor	Vendor Name	Description	WT#	DOC#	Amount
06/23/21	585	0241	3000100			99999	VARIOUS VENDORS	06/23/21 PAYROLL ENTRIES	00000003	PR000064	\$10,779.86
06/26/21	585	0241	3000100			99999	VARIOUS VENDORS	06/26/21 PAYROLL ENTRIES	00000003	PR000065	\$11,492.21
07/07/21	585	0241	3000100			99999	VARIOUS VENDORS	07/07/21 PAYROLL ENTRIES	00000003	PR000002	\$11,492.21
08/04/21	585	0241	3000100			99999	VARIOUS VENDORS	08/04/21 PAYROLL ENTRIES	00000003	PR000006	\$13,838.55
06/23/21	585	0241	3000110			99999	VARIOUS VENDORS	06/23/21 PAYROLL ENTRIES	00000003	PR000064	\$397.51
06/26/21	585	0241	3000110			99999	VARIOUS VENDORS	06/26/21 PAYROLL ENTRIES	00000003	PR000065	\$115.91
07/07/21	585	0241	3000110			99999	VARIOUS VENDORS	07/07/21 PAYROLL ENTRIES	00000003	PR000002	\$115.91
08/04/21	585	0241	3000110			99999	VARIOUS VENDORS	08/04/21 PAYROLL ENTRIES	00000003	PR000006	\$671.08
06/23/21	585	0241	3000130			99999	VARIOUS VENDORS	06/23/21 PAYROLL ENTRIES	00000003	PR000064	\$1,981.04
06/26/21	585	0241	3000130			99999	VARIOUS VENDORS	06/26/21 PAYROLL ENTRIES	00000003	PR000065	\$2,146.13
07/07/21	585	0241	3000130			99999	VARIOUS VENDORS	07/07/21 PAYROLL ENTRIES	00000003	PR000002	\$2,146.13
08/04/21	585	0241	3000130			99999	VARIOUS VENDORS	08/04/21 PAYROLL ENTRIES	00000003	PR000006	\$1,383.92
06/23/21	585	0241	3000200			99999	VARIOUS VENDORS	06/23/21 PAYROLL ENTRIES	00000003	PR000064	\$1,179.15
06/26/21	585	0241	3000200			99999	VARIOUS VENDORS	06/26/21 PAYROLL ENTRIES	00000003	PR000065	\$1,227.00
07/07/21	585	0241	3000200			99999	VARIOUS VENDORS	07/07/21 PAYROLL ENTRIES	00000003	PR000002	\$1,227.00
08/04/21	585	0241	3000200			99999	VARIOUS VENDORS	08/04/21 PAYROLL ENTRIES	00000003	PR000006	\$1,456.09
06/23/21	585	0241	3000202			99999	VARIOUS VENDORS	06/23/21 PAYROLL ENTRIES	00000003	PR000064	\$206.16
06/26/21	585	0241	3000202			99999	VARIOUS VENDORS	06/26/21 PAYROLL ENTRIES	00000003	PR000065	\$214.80
07/07/21	585	0241	3000202			99999	VARIOUS VENDORS	07/07/21 PAYROLL ENTRIES	00000003	PR000002	\$214.80
08/04/21	585	0241	3000202			99999	VARIOUS VENDORS	08/04/21 PAYROLL ENTRIES	00000003	PR000006	\$244.34
06/23/21	585	0241	3000210			99999	VARIOUS VENDORS	06/23/21 PAYROLL ENTRIES	00000003	PR000064	\$881.51
06/26/21	585	0241	3000210			99999	VARIOUS VENDORS	06/26/21 PAYROLL ENTRIES	00000003	PR000065	\$918.45
07/07/21	585	0241	3000210			99999	VARIOUS VENDORS	07/07/21 PAYROLL ENTRIES	00000003	PR000002	\$918.45
08/04/21	585	0241	3000210			99999	VARIOUS VENDORS	08/04/21 PAYROLL ENTRIES	00000003	PR000006	\$1,044.79
06/23/21	585	0241	3000300			99999	VARIOUS VENDORS	06/23/21 PAYROLL ENTRIES	00000003	PR000064	\$600.00
06/26/21	585	0241	3000300			99999	VARIOUS VENDORS	06/26/21 PAYROLL ENTRIES	00000003	PR000065	\$600.00
07/07/21	585	0241	3000300			99999	VARIOUS VENDORS	07/07/21 PAYROLL ENTRIES	00000003	PR000002	\$600.00
08/04/21	585	0241	3000300			99999	VARIOUS VENDORS	08/04/21 PAYROLL ENTRIES	00000003	PR000006	\$890.00
06/23/21	585	0241	3000310			99999	VARIOUS VENDORS	06/23/21 PAYROLL ENTRIES	00000003	PR000064	\$2,133.99
06/26/21	585	0241	3000310			99999	VARIOUS VENDORS	06/26/21 PAYROLL ENTRIES	00000003	PR000065	\$2,133.99
07/07/21	585	0241	3000310			99999	VARIOUS VENDORS	07/07/21 PAYROLL ENTRIES	00000003	PR000002	\$2,133.99
08/04/21	585	0241	3000310			99999	VARIOUS VENDORS	08/04/21 PAYROLL ENTRIES	00000003	PR000006	\$2,627.98
06/23/21	585	0241	3000320			99999	VARIOUS VENDORS	06/23/21 PAYROLL ENTRIES	00000003	PR000064	\$120.00
06/26/21	585	0241	3000320			99999	VARIOUS VENDORS	06/26/21 PAYROLL ENTRIES	00000003	PR000065	\$120.00
07/07/21	585	0241	3000320			99999	VARIOUS VENDORS	07/07/21 PAYROLL ENTRIES	00000003	PR000002	\$120.00
08/04/21	585	0241	3000320			99999	VARIOUS VENDORS	08/04/21 PAYROLL ENTRIES	00000003	PR000006	\$172.00
06/23/21	585	0241	3000330			99999	VARIOUS VENDORS	06/23/21 PAYROLL ENTRIES	00000003	PR000064	\$46.40
06/26/21	585	0241	3000330			99999	VARIOUS VENDORS	06/26/21 PAYROLL ENTRIES	00000003	PR000065	\$52.20
07/07/21	585	0241	3000330			99999	VARIOUS VENDORS	07/07/21 PAYROLL ENTRIES	00000003	PR000002	\$52.20
08/04/21	585	0241	3000330			99999	VARIOUS VENDORS	08/04/21 PAYROLL ENTRIES	00000003	PR000006	\$63.80

Print Date 8/26/2021

Date	FD	BU	CC A	CCT	PROG	Agreement	Vendor	Vendor Name	Description	WT#	DOC#	Amount
06/24/21	585	0241	30	001100	•		11208	AMERIPRIDE SERVICES, IN	1102551841 6/3/21	01165011	CL792173	\$71.27
07/15/21	585	0241	30	001100			14116	NCG SAFETY, INC.	540581 6/24/21	01165507	CL803016	\$98.00
06/24/21	585	0241	30	001200			6670	FRONTIER/CITIZENS COM	53025212730512998 6/10-7/9/21	01165020	CL792183	\$602.41
06/24/21	585	0241	30	001200			6670	FRONTIER/CITIZENS COM	53029452910630938 6/5-7/4/21	01165020	CL792183	\$91.50
07/15/21	585	0241	30	001200			6670	FRONTIER/CITIZENS COM	53025768220913898 6/10-7/9/21	01165503	CL803011	\$333.22
07/29/21	585	0241	30	001200			6670	FRONTIER/CITIZENS COM	530249452910630938 7/5-8/4/21	01165913	CL803520	\$101.09
07/29/21	585	0241	30	001200			6670	FRONTIER/CITIZENS COM	53025212730512998 7/10-8/9/21	01165913	CL803520	\$599.87
07/29/21	585	0241	30	001200			6670	FRONTIER/CITIZENS COM	53025768220913898 7/10-8/9/21	01165913	CL803520	\$331.72
08/19/21	585	0241	30	001200			6670	FRONTIER/CITIZENS COM	53029452910630938 8/5-9/4/21	01166449	CL804190	\$99.44
06/24/21	585	0241	30	001400			11935	O'REILLY AUTO ENTERPRI	2740-307208 6/1/21	01165021	CL792187	\$25.61
06/24/21	585	0241	30	001400			11935	O'REILLY AUTO ENTERPRI	2740-307866 6/4/21	01165021	CL792187	\$19.28
06/24/21	585	0241	30	001400			94	KAREN L. ZAPPETTINI	RMB KZ-94 5/18/21 WATER-BIEBER	01165025	CL792186	\$51.92
07/15/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102519089 4/1/21	01165498	CL803005	\$264.48
07/15/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102529996 4/22/21	01165498	CL803005	\$63.31
07/15/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102537635 5/6/21	01165498	CL803005	\$65.31
07/15/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102555517 6/10/21	01165498	CL803005	\$63.31
07/15/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102559130 6/17/21	01165498	CL803005	\$63.31
07/15/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102562637 6/24/21	01165498	CL803005	\$63.31
07/15/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102566181 7/1/21	01165498	CL803005	\$63.31
07/15/21	585	0241	30	001400			889	DS WATERS OF AMERICA,I	6187180061721 6/17/21	01165513	CL803026	\$33.99
07/15/21	585	0241	30	001400			889	DS WATERS OF AMERICA,I	6257141061821 6/18/21	01165513	CL803026	\$137.11
07/29/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102569706 7/8/21	01165908	CL803507	\$72.25
08/05/21	585	0241	30	001400			889	DS WATERS OF AMERICA,I	6187180071521 7/15/21	01166049	CL803720	\$44.98
08/05/21	585	0241	30	001400			889	DS WATERS OF AMERICA,I	6257141071621 7/16/21	01166049	CL803720	\$176.36
08/19/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102576793 7/22/21	01166445	CL804182	\$63.31
08/19/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102580365 7/29/21	01166445	CL804182	\$63.31
08/19/21	585	0241	30	001400			11208	AMERIPRIDE SERVICES, IN	1102583853 8/5/21	01166445	CL804182	\$65.31
06/24/21	585	0241	30	001701			15609	LIFESTYLE SUSANVILLE, L	489479 6/3/21	01165022	CL792189	\$31.83
06/24/21	585	0241	30	001701			162	CASHMAN EQUIPMENT CO.	INPS3359498 5/28/21	01165016	CL792178	\$50.76
06/24/21	585	0241	30	001701			162	CASHMAN EQUIPMENT CO.	INPS3359499 5/28/21	01165016	CL792178	\$337.54
06/24/21	585	0241	30	001701			162	CASHMAN EQUIPMENT CO.	INPS3360692 6/1/21	01165016	CL792178	\$205.81
06/24/21	585	0241	30	001701			219	DALE JOSEPH	0021882 4/1/21	01165017	CL792179	\$31.91
07/15/21	585	0241	30	001701			162	CASHMAN EQUIPMENT CO.	INPS3369717 6/16/21	01165501	CL803008	\$281.70
07/15/21	585	0241	30	001701			162	CASHMAN EQUIPMENT CO.	INWO1390439 6/14/21	01165501	CL803008	\$1,953.15
07/15/21	585	0241	30	001701			555	PORTER ENTERPRISES-NAP	385765 7/6/21	01165504	CL803013	\$231.57
07/15/21	585	0241	30	001701			9334	PAPE MACHINERY EXCHA	12828851 6/18/21	01165509	CL803021	\$59.79
07/15/21	585	0241	30	001701			9334	PAPE MACHINERY EXCHA	12839557 6/22/21	01165509	CL803021	\$890.60
07/29/21	585	0241	30	001701			1259	BRIAN T PHILLIPS	52626 6/23/21	01165916	CL803525	\$40.00
07/29/21	585	0241	30	001701			15609	LIFESTYLE SUSANVILLE, L	491559 7/13/21	01165919	CL803530	\$11.45
07/29/21	585	0241	30	001701			250	DIAMOND SAW SHOP	18651 7/8/21	01165911	CL803517	\$92.83

Date	FD	BU	CC ACCT	PROG	Agreement	Vendor	Vendor Name	Description	WT#	DOC#	Amount
08/05/21	585	0241	3001701		ļ	162	CASHMAN EQUIPMENT CO.	INWO1400194 7/21/21	01166045	CL803717	\$1,512.00
08/05/21	585	0241	3001701			162	CASHMAN EQUIPMENT CO.	INWO1400195 7/21/21	01166045	CL803717	\$1,008.00
08/19/21	585	0241	3001701			11935	O'REILLY AUTO ENTERPRI	2740-319723 7/28/21	01166451	CL804192	\$23.58
08/19/21	585	0241	3001701			11935	O'REILLY AUTO ENTERPRI	2740-319835 7/29/21	01166451	CL804192	\$28.95
08/19/21	585	0241	3001701			11935	O'REILLY AUTO ENTERPRI	2740-320137 7/30/21	01166451	CL804192	\$22.81
08/19/21	585	0241	3001701			15609	LIFESTYLE SUSANVILLE, L	491946 7/21/21	01166453	CL804193	\$31.02
08/19/21	585	0241	3001701			15609	LIFESTYLE SUSANVILLE, L	492346 7/28/21	01166453	CL804193	\$32.80
08/12/21	585	0241	3001800			13587	CITIBANK,N.A.	352045 7/9/21 GATE-SPALDING	01166312	CL804051	\$171.59
06/24/21	585	0241	3002200			15794	CAPITAL ONE, N.A.	1635676405 5/19/21	01165015	CL792177	\$51.39
07/15/21	585	0241	3002200			15722	SHERYL ALVERNAZ	15722 RMB 6/8/21 SA	01165497	CL803023	\$56.80
07/15/21	585	0241	3002200			4104	OFFICE DEPOT	180138183001 6/24/21	01165508	CL803017	\$292.69
07/15/21	585	0241	3002200			4104	OFFICE DEPOT	180138183002 6/29/21	01165508	CL803017	\$25.95
07/29/21	585	0241	3002200			11481	INLAND BUSINESS SYSTE	IN2043895 7/12/21	01165915	CL803523	\$71.30
07/29/21	585	0241	3002200			15609	LIFESTYLE SUSANVILLE, L	491335 7/9/21	01165919	CL803530	\$38.59
07/29/21	585	0241	3002200			15609	LIFESTYLE SUSANVILLE, L	491621 7/14/21	01165919	CL803530	\$33.41
08/12/21	585	0241	3002200			11481	INLAND BUSINESS SYSTE	IN2005868 6/14/21	01166306	CL804037	\$65.85
08/12/21	585	0241	3002200			4104	OFFICE DEPOT	176422952001 6/9/21	01166309	CL804046	\$149.55
08/12/21	585	0241	3002200			4104	OFFICE DEPOT	180249356001 7/13/21 CR-101.88	01166309	CL804046	(\$101.88)
08/19/21	585	0241	3002200			15609	LIFESTYLE SUSANVILLE, L	492363 7/29/21	01166453	CL804193	\$9.61
06/24/21	585	0241	3002201			10922	FRANCOTYP-POSTALIA	RI04921293 6/7/21	01165019	CL792182	\$148.54
07/15/21	585	0241	3002205			926	ED STAUB & SONS PETROL	5288492 7/6/21	01165502	CL803010	\$138.53
08/12/21	585	0241	3002205			926	ED STAUB & SONS PETROL	5474540 7/30/21	01166305	CL804033	\$156.51
06/24/21	585	0241	3002300			12075	WESTWOOD ENVIRO SRVC,	A64276 5/31/21 WESTWOOD	01165024	CL792191	\$93.30
06/24/21	585	0241	3002300			12075	WESTWOOD ENVIRO SRVC,	A64277 5/31/21 HERLONG	01165024	CL792191	\$93.30
06/24/21	585	0241	3002300			12075	WESTWOOD ENVIRO SRVC,	A64333 5/31/21 BASS HILL	01165024	CL792191	\$186.60
06/24/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	142970 6/1/21 TIRE HAULING	01165014	CL792176	\$2,532.62
06/24/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	142973 6/1/21 BIEBER	01165014	CL792176	\$2,367.50
06/24/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	142975 6/1/21 LITTLE VALLEY	01165014	CL792176	\$629.92
06/24/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	142977 6/1/21 HERLONG	01165014	CL792176	\$1,839.93
06/24/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	142978 6/1/21 SPALDING	01165014	CL792176	\$1,211.95
06/24/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	142979 6/1/21 WESTWOOD	01165014	CL792176	\$2,355.14
06/24/21	585	0241	3002300			14143	BEST BEST & KRIEGER LLP	906828 REF CO210034	01165012	CL792174	\$680.40
06/24/21	585	0241	3002300			6239	SYLVIA SCHMITT	87972 5/18/21 RAVENDALE	01165013	CL792175	\$72.00
06/24/21	585	0241	3002300			6239	SYLVIA SCHMITT	87977 5/31/21 SPAULDING	01165013	CL792175	\$72.00
06/24/21	585	0241	3002300			6239	SYLVIA SCHMITT	88000 5/31/21 LITTLE VALLEY	01165013	CL792175	\$72.00
06/24/21	585	0241	3002300			6239	SYLVIA SCHMITT	88022 5/31/21 BIEBER	01165013	CL792175	\$75.00
06/24/21	585	0241	3002300			6239	SYLVIA SCHMITT	88041 5/31/21 MADELINE	01165013	CL792175	\$72.00
06/24/21	585	0241	3002300			951	BRIAN T PHILLIPS	18027 5/4/21	01165023	CL792190	\$400.00
06/30/21	585	0241	3002300			0	UNASSIGNED VENDOR	FEB-APR'21 RMB-JPA ADMN CHRG	00000001	JE003018	\$11,952.71
06/30/21	585	0241	3002300			0	UNASSIGNED VENDOR	FEB-JUN'21 RMB-SW JPA	00000001	JE003020	\$37,028.80

Date	FD	BU	CC ACCT	PROG	Agreement	Vendor	Vendor Name	Description	WT#	DOC#	Amount
06/30/21	585	0241	3002300		20200206	15396	APTIM ENVIRO & INFRAST	LIQUIDATE CONTRACT	00000000	CO210142	\$0.00
06/30/21	585	0241	3002300			8337	CHRISTINE W. BROWN	2616 5/4/21 GROUNDWATER SAMPLE	01165159	CL792694	\$7,373.46
06/30/21	585	0241	3002300			8337	CHRISTINE W. BROWN	2624 6/9/21 GROUNDWATER SAMPLE	01165159	CL792694	\$6,196.00
07/15/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	144257 7/1/21	01165500	CL803007	\$1,266.31
07/15/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	144260 7/1/21	01165500	CL803007	\$2,371.78
07/15/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	144261 7/1/21	01165500	CL803007	\$312.85
07/15/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	144264 7/1/21	01165500	CL803007	\$1,966.60
07/15/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	144265 7/1/21	01165500	CL803007	\$1,106.30
07/15/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	144266 7/1/21	01165500	CL803007	\$2,367.52
07/15/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	144267 7/1/21	01165500	CL803007	\$234.64
07/15/21	585	0241	3002300			6998	ASBURY ENVIRONMENTAL	I500-00726825 6/24/21	01165499	CL803006	\$260.00
07/15/21	585	0241	3002300			8337	CHRISTINE W. BROWN	2626 6/30/21	01165506	CL803015	\$958.75
07/22/21	585	0241	3002300			15482	PLEXUS GLOBAL LLC	INV.#13734 SW Alexander\$48.00	01165597	CL803185	\$48.00
07/29/21	585	0241	3002300			12933	PRICE PAIGE & CO ACCOU	19781 6/30/21	01165917	CL803526	\$1,050.00
07/29/21	585	0241	3002300			14143	BEST BEST & KRIEGER LLP	908810 7/3/21	01165909	CL803516	\$302.40
07/29/21	585	0241	3002300			8549	EMPLOYEE RELATIONS NE	INV. #90608 6/30/21 \$109.44 SW	01165784	CL803591	\$109.44
08/05/21	585	0241	3002300			12075	WESTWOOD ENVIRO SRVC,	A64661 6/30/21 WW	01166050	CL803721	\$93.30
08/05/21	585	0241	3002300			12075	WESTWOOD ENVIRO SRVC,	A64662 6/30/21 HERLONG	01166050	CL803721	\$93.30
08/05/21	585	0241	3002300			12075	WESTWOOD ENVIRO SRVC,	A64720 6/30/21 BH	01166050	CL803721	\$186.60
08/05/21	585	0241	3002300			6239	SYLVIA SCHMITT	89046 6/30/21 LV	01166043	CL803715	\$72.00
08/05/21	585	0241	3002300			6239	SYLVIA SCHMITT	89069 6/30/21 BIEBER	01166043	CL803715	\$75.00
08/05/21	585	0241	3002300			6239	SYLVIA SCHMITT	89417 6/30/21 RAVENDALE	01166043	CL803715	\$72.00
08/05/21	585	0241	3002300			6239	SYLVIA SCHMITT	89424 6/30/21 SPAULDING	01166043	CL803715	\$72.00
08/05/21	585	0241	3002300			6239	SYLVIA SCHMITT	89721 6/30/21 MADELINE	01166043	CL803715	\$72.00
08/05/21	585	0241	3002300			625	HAL L MEADOWS	14162 7/20/21 ALEXANDER	01166048	CL803719	\$150.00
08/12/21	585	0241	3002300			6998	ASBURY ENVIRONMENTAL	I500-00738224 7/29/21	01166304	CL804031	\$229.00
08/12/21	585	0241	3002300			8337	CHRISTINE W. BROWN	2633 7/29/21 BASS HILL QMR-'21	01166308	CL804040	\$1,445.00
08/12/21	585	0241	3002300			8337	CHRISTINE W. BROWN	2633 7/29/21 WESTWOOD QMR-'21	01166308	CL804040	\$1,665.00
08/19/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	145440 8/1/21	01166447	CL804188	\$2,907.16
08/19/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	145442 8/1/21	01166447	CL804188	\$639.42
08/19/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	145444 8/1/21	01166447	CL804188	\$2,194.18
08/19/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	145445 8/1/21	01166447	CL804188	\$1,457.55
08/19/21	585	0241	3002300			12356	C&S WASTE SOLUTIONS	145446 8/1/21	01166447	CL804188	\$2,418.87
08/19/21	585	0241	3002300			14143	BEST BEST & KRIEGER LLP	911943 8/10/21	01166446	CL804187	\$1,924.00
08/19/21	585	0241	3002300			8337	CHRISTINE W. BROWN	2625 6/29/21	01166450	CL804191	\$2,865.00
08/19/21	585	0241	3002300			8549	EMPLOYEE RELATIONS NE	Inv. #90853 \$60.72 SW Hembree	01166338	CL804342	\$60.72
08/19/21	585	0241	3002300			951	BRIAN T PHILLIPS	18156 7/13/21	01166454	CL804194	\$400.00
08/19/21	585	0241	3002300			951	BRIAN T PHILLIPS	71267 8/3/21	01166454	CL804194	\$400.00
06/25/21	585	0241	3002312			0	UNASSIGNED VENDOR	PAY 06/30/21 INV. 6% LRSWMA	00000001	JE002689	\$22,466.61
06/25/21	585	0241	3002312			0	UNASSIGNED VENDOR	PAY 12/31/19 INV. 6% LRSWMA	00000001	JE002689	\$19,810.61

Date	FD	BU	СС	ACCT	PROG	Agreement	Vendor	Vendor Name	Description	WT #	DOC#	Amount
06/25/21	585	0241	•	3002312			0	UNASSIGNED VENDOR	REV. 12/31/20 DUPLICATE PAYMT	00000001	JE002689	(\$20,938.85)
06/24/21	585	0241		3002400			5235	MODOC COUNTY RECORD	INV. 68555 5/5 \$104.12 SW	01164615	CL792192	\$104.12
06/24/21	585	0241		3002400			5235	MODOC COUNTY RECORD	INV.# 68557 \$104.12 5/5/21 SW	01164615	CL792192	\$104.12
07/15/21	585	0241		3002600			14975	SIERRA DESERT PROPERTI	14975-7/1/21 JULY RENT	01165512	CL803024	\$1,522.00
08/12/21	585	0241		3002600			14975	SIERRA DESERT PROPERTI	RENT AUG'21 170 RUSSELL STE X	01166311	CL804050	\$1,522.00
08/05/21	585	0241		3002800			3595	CA DEPT OF TAX & FEE AD	039-000096 2ND QTR 20/21 BH	01166044	CL803716	\$8,221.00
08/05/21	585	0241		3002800			3595	CA DEPT OF TAX & FEE AD	039-000097 2ND QTR 20/21 WW	01166044	CL803716	\$10.00
06/24/21	585	0241		3002900			14381	JANET ACCOMANDO	RMBMLG JA 14381 1/4-6/1/21	01165009	CL792184	\$722.40
06/24/21	585	0241		3002900			15722	SHERYL ALVERNAZ	RMBMLG SA-15722 5/30-6/5/21	01165010	CL792188	\$88.93
06/24/21	585	0241		3002900			926	ED STAUB & SONS PETROL	506718 6/4/21 BASS HILL SHOP	01165018	CL792180	\$590.96
06/24/21	585	0241		3002900			926	ED STAUB & SONS PETROL	5068066 6/8/21 JOHNSTONVILLE	01165018	CL792180	\$1,356.19
06/24/21	585	0241		3002900			926	ED STAUB & SONS PETROL	5112412 6/11/21	01165018	CL792180	\$45.05
06/24/21	585	0241		3002900			926	ED STAUB & SONS PETROL	CL4952941 5/16-5/31/21	01165018	CL792180	\$193.84
06/24/21	585	0241		3002900			94	KAREN L. ZAPPETTINI	RMBMLG KZ-94 5/3-5/24/21	01165025	CL792186	\$219.52
07/15/21	585	0241		3002900			14587	JOANN STERLING	14587 RMBMLG 3/22-6/28/21 JS	01165514	CL803012	\$666.40
07/15/21	585	0241		3002900			15722	SHERYL ALVERNAZ	15722 RMBMLG 6/15,6/22 SA	01165497	CL803023	\$88.93
07/15/21	585	0241		3002900			926	ED STAUB & SONS PETROL	CL5125725 6/1-6/15/21	01165502	CL803010	\$118.27
07/15/21	585	0241		3002900			94	KAREN L. ZAPPETTINI	94 RMBMLG 6/1-6/28/21 KZ	01165515	CL803025	\$274.40
07/29/21	585	0241		3002900			14696	VICKY GERIG	14696-RMBMLG 6/26/21 VG 35.84	01165914	CL803531	\$35.84
07/29/21	585	0241		3002900			15864	RANDY SHEETZ	15864-JULY RMBMLG 6/14-7/8 RS	01165918	CL803635	\$168.00
07/29/21	585	0241		3002900			926	ED STAUB & SONS PETROL	5315350 7/12/21	01165912	CL803518	\$1,154.11
08/05/21	585	0241		3002900			926	ED STAUB & SONS PETROL	CL5152850 6/16-6/30/21	01166046	CL803718	\$503.28
08/05/21	585	0241		3002900			926	ED STAUB & SONS PETROL	CL5293100 7/1-7/15/21	01166046	CL803718	\$330.82
08/12/21	585	0241		3002900			926	ED STAUB & SONS PETROL	5415293 7/28/21	01166305	CL804033	\$2,172.55
08/12/21	585	0241		3002900			926	ED STAUB & SONS PETROL	FC5494327 7/31/21	01166305	CL804033	\$38.58
08/12/21	585	0241		3002900			94	KAREN L. ZAPPETTINI	RMBMLG 7/3-7/27/21 KZ	01166313	CL804038	\$264.32
08/19/21	585	0241		3002900			8880	ANTHONY SILVERIA	8880 RMBMLG 7/18/21 AS 56.00	01166452	CL804185	\$56.00
08/19/21	585	0241		3002900			926	ED STAUB & SONS PETROL	5495432FC 7/31/21	01166448	CL804189	\$7.55
08/19/21	585	0241		3002900			926	ED STAUB & SONS PETROL	CL5406826 7/16-7/31/21	01166448	CL804189	\$424.48
07/15/21	585	0241		3003000			515	LMUD	20073 6/25/21	01165505	CL803014	\$243.81
07/15/21	585	0241		3003000			736	PG&E	5719487814-6 5/25-6/23/21	01165510	CL803018	\$15.08
08/12/21	585	0241		3003000			515	LMUD	47976 6/20-7/18/21	01166307	CL804039	\$288.59
08/12/21	585	0241		3003000			736	PG&E	5719487814-6 6/24-7/25/21	01166310	CL804048	\$17.02
									Total Budget Year Expenditu	res:		\$240,732.22

\$240,732.22

Grand Total:



Mr. Peter Heimbigner Manager LRSWMA 707 Nevada Street Suite 4 Susanville, CA 96130

July 14, 2021

Dear Mr. Heimbigner:

Over the past 10 years, it has been an honor to work with the Lassen Regional Solid Waste Management Authority (LRSWMA) in building a solid waste program and infrastructure to serve the County of Lassen throughout its foreseeable future. With the continued increase in capital requirements and ever-changing regulatory environment, a stronger partner for the County is necessary. With that in mind, the owners of C&S Waste Solutions of Lassen County, LLC. (CSLC) have been contemplating the sale of our company.

After a significant amount of consideration and diligence, CSLC has now come to an agreement with Waste Connections, Inc. (WCI). Although our name will not change, our depth and capabilities will. This shift will benefit the County of Lassen today and well into the future.

WCI and its subsidiaries have been providing municipal solid waste and recycling collection, disposal and processing services in the United States since 1997 and in California since 1998. WCI, through various operating subsidiaries, currently provides solid waste and recycling collection services in the following municipalities in California, all of which are required to comply with AB 939:

California Municipality Served	Waste Connections Subsidiary
Avila Beach Community Services District	South County Sanitary Service, Inc.
Bishop, City of	Preferred Septic & Disposal, Inc.
Cambria Community Services District	Mission Country Disposal
Cameron Park Community Service District	Waste Connections of California, Inc. d/b/a El Dorado Disposal Service
Campbell, City of	West Valley Collection & Recycling, LLC
El Dorado County	Waste Connections of California, Inc. d/b/a El Dorado Disposal Service
El Dorado Hills Community Service District	Waste Connections of California, Inc. d/b/a El Dorado Disposal Service
Grover Beach, City of	South County Sanitary Service, Inc.
Inyo County	Madera Disposal Systems, Inc. d/b/a Bishop Waste Disposal
Inyo County	Preferred Septic & Disposal, Inc.
Los Gatos, Town of	West Valley Collection & Recycling, LLC
Los Osos Community Services District	South County Sanitary Service, Inc.
Mammoth Lakes, Town of	Mammoth Disposal Company
Mono County	Mammoth Disposal Company

California Municipality Served	Waste Connections Subsidiary					
Monte Sereno, City of	West Valley Collection & Recycling, LLC					
Morro Bay, City of	Morro Bay Garbage Service					
Nipomo Community Services District	South County Sanitary Service, Inc.					
Oceano Community Services District	South County Sanitary Service, Inc.					
Placerville, City of	Waste Connections of California, Inc. d/b/a El Dorado Disposal Service					
Red Bluff, City of	Waste Connections of California, Inc. d/b/a Green Waste of Tehama					
San Jose, City of	Waste Connections of California, Inc. d/b/a GreenTeam of San Jose					
San Luis Obispo, City of	San Luis Garbage Company					
San Luis Obispo, County of	South County Sanitary Service, Inc.					
Saratoga, City of	West Valley Collection & Recycling, LLC					
Tehama County	Waste Connections of California, Inc. d/b/a Green Waste of Tehama					

The WCI subsidiaries listed above have served their respective communities for many years and have never been found in default of their respective franchise agreements or had their respective franchise agreements terminated for cause.

Why WCI? We chose WCI as our suitor because of their proven commitment to staying local. Not only does CSLC now have abundant resources to draw from when needed, we will be able to operate in the same way: same local Company, same local offices, same local CSR's, same local operations personnel and same local management. WCI ownership provides everything necessary to ensure the continued strength and success of both CSLC and the County of Lassen.

This will be a smooth and seamless transition. All aspects of our current franchise agreement obligations with LRSWMA will remain unchanged.

Sincerely,

C&S WASTE SOLUTIONS OF LASSEN COUNTY, LLC.

John Shea

Damon Shea

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement is made between the Lassen Regional Solid Waste Management Authority, a California joint powers agency ("LRSWMA"), and North State Environmental, a California corporation (hereinafter referred to as "Consultant"). LRSWMA and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. LRSWMA is a public agency of the State of California and is in need of professional services for the following project:

Quarterly Groundwater Monitoring for July 1, 2020 through June 30, 2022 (hereinafter referred to as "the Project").

- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for LRSWMA to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the LRSWMA with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

- a. Subject to paragraph 2(b) below, the LRSWMA shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."
- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **FORTY-FIVE THOUSAND, ONE HUNDRED NINETY-NINE AND 00/100 DOLARS (\$45,199.00)**. Except as set forth in Exhibit "B", this amount is to cover all printing and related costs, and the LRSWMA will <u>not</u> pay any additional fees for printing expenses. Periodic payments shall be made within 45 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis. As set forth in Exhibit "A," quarterly sampling and reporting will be performed for the identified fixed fee.

3. Additional Work.

If changes in the work seem merited by Consultant or the LRSWMA, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the LRSWMA by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the LRSWMA and executed by both Parties before performance

of such services, or the LRSWMA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by LRSWMA.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the LRSWMA to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within the time periods set forth in Exhibit "A". The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

- a. Neither LRSWMA nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist the LRSWMA, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. <u>Assignment and Subconsultant</u>

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the LRSWMA, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder. The Parties understand and agree that Patrick Flynn, Sierra Environmental, will be acting as a subconsultant for the Project as set forth in Exhibit A.

10. <u>Independent Consultant</u>

Consultant is retained as an independent contractor and is not an employee of LRSWMA. No employee or agent of Consultant shall become an employee of LRSWMA. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from LRSWMA as herein provided.

11. <u>Insurance</u>. Consultant shall not commence work for the LRSWMA until it has provided evidence satisfactory to the LRSWMA it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the LRSWMA.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Contract
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured

against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

- (v) The policy shall give LRSWMA, its officials, officers, employees and agents additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the LRSWMA, and provided that such deductibles shall not apply to the LRSWMA as an additional insured.

b. <u>Automobile Liability</u>

- (i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the LRSWMA.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) Subject to written approval by the LRSWMA, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the LRSWMA as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

- (i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the LRSWMA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the

policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. <u>Minimum Policy Limits Required</u>

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate

for bodily injury, personal injury, and property

damage

Automobile Liability \$100,000 per occurrence for bodily injury and

property damage

Employer's Liability \$1,000,000 per occurrence

Professional Liability \$1,000,000 per claim and aggregate (errors and

omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the LRSWMA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

- (i) Consultant shall provide the LRSWMA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the LRSWMA at least ten (10) days prior to the effective date of cancellation or expiration.
- (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the LRSWMA or any named insureds shall not be called upon to contribute to any loss.

- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the LRSWMA, its officials, officers, employees and agents or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against LRSWMA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the LRSWMA and shall not preclude the LRSWMA from taking such other actions available to the LRSWMA under other provisions of the Agreement or law.

h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the LRSWMA, which satisfy the following minimum requirements:
 - (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the LRSWMA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, LRSWMA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by LRSWMA will be promptly reimbursed by Consultant or LRSWMA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, LRSWMA may cancel this Agreement.

- (iii) The LRSWMA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (iv) Neither the LRSWMA nor any of its officials, officers, employees, or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.
- j. <u>Subconsultant Insurance Requirements</u>. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the LRSWMA that they have secured all insurance required under this section or provided evidence satisfactory to the LRSWMA that Consultant's coverage includes all acts and omissions of the subconsultant. If requested by Consultant, LRSWMA may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants. Notwithstanding the foregoing, the automobile liability policy for any subcontractor or subconsultant shall add LRSWMA, its officials, officers, employees and agents as additional insureds. In addition, such automobile insurance shall have minimum policy limits of \$500,000 per occurrence for bodily injury and property damage

12. Indemnification.

- To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the LRSWMA), indemnify and hold the LRSWMA, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the LRSWMA, its officials, officers, employees, agents or volunteers.
- b. Additional Indemnity Obligations. Consultant shall defend, with counsel of LRSWMA's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the LRSWMA, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the LRSWMA, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse LRSWMA for the cost of any settlement paid by the LRSWMA, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the LRSWMA's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the LRSWMA, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the LRSWMA, its officials, officers, employees, agents and volunteers.

13. <u>California Labor Code Requirements.</u>

- a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the LRSWMA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.
- b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. <u>Verification of Employment Eligibility</u>.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. <u>Laws and Venue.</u>

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Lassen, State of California.

16. Termination or Abandonment

a. LRSWMA has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, LRSWMA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. LRSWMA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by LRSWMA and Consultant of the portion of such task completed but not paid prior to said termination. LRSWMA shall not be liable for any costs other than the charges or portions thereof which are specified

herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to LRSWMA only in the event of substantial failure by LRSWMA to perform in accordance with the terms of this Agreement through no fault of Consultant.
- Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project ("Documents & Data") shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the LRSWMA. Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. Consultant shall have the right to retain and use copies of any Documents & Data furnished or to be furnished by Consultant less any specific details provided by the LRSWMA unless such details are within the public realm. All Documents & Data are instruments of service and are not intended to be modified or represented to be suitable for reuse on other projects by LRSWMA except as may be contemplated pursuant to the terms of this Agreement. Any such modification or reuse without Consultant's prior written approval will be at LRSWMA's sole risk, without liability or legal exposure to Consultant. Rights to intellectual property developed, utilized, or modified in the performance of the services under this Agreement including the Documents & Data developed hereunder ("Intellectual Property") shall remain the property of Consultant. Consultant hereby grants to LRSWMA an irrevocable, nonexclusive, royalty-free license to utilize Intellectual Property provided to LRSWMA as part of the Services for the purposes set forth in this Agreement.

18. Organization

Consultant shall assign Christine Brown as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the LRSWMA.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

LRSWMA CONSULTANT:

Lassen Regional Solid Waste Management North State Environmental

Authority 17 Lazy S Lane

170 Russell Ave Ste X Chico, CA 95928

Susanville, CA 96130 Attn: Christine Brown

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Attn: Manager

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the LRSWMA and the Consultant.

22. <u>Equal Opportunity Employment.</u>

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of LRSWMA and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of LRSWMA. Any attempted assignment without such consent shall be invalid and void.

26. <u>Non-Waiver</u>

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. LRSWMA's Right to Employ Other Consultants

LRSWMA reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LRSWMA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of LRSWMA, during the term of his or her service with LRSWMA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

	North State Environmental Federal ID No. 68-0456435
Dated:	By: Christine Brown Owner
	Lassen Regional Solid Waste Management Authority
Dated:	By: Pete Heimbigner Acting Manager
Approved as to form:	
LRSWMA Counsel	

EXHIBIT A

Scope of Services



North State Environmental

June 15, 2021

Mr. Peter Heimbigner, Director Lassen County Department of Public Works 2210 Main Street Susanville, California 96130

Re: Proposal for Groundwater Monitoring and Reporting – FY 2021-22 Lassen County Regional Solid Waste Landfills

Dear Mr. Heimbigner:

North State Environmental (NSE) is pleased to submit this proposal for an extension to our existing contract for groundwater monitoring and reporting at four municipal solid waste landfills in Lassen County, California. NSE has been conducting groundwater monitoring services for Lassen Regional Solid Waste Management Authority (LRSWMA) since the second quarter 2003, and our existing agreement, dated July 1, 2017, expires on June 30, 2021. As we have discussed, this proposal presents costs for one more year of monitoring at the four sites. This proposal reflects slight increases in operational costs since 2017, specifically in laboratory and labor costs. In addition, the cost to relicense the Sanitas statistical software is included. The current license was purchased in 2004 and is no longer compatible with most computers. Since this is likely the last year that NSE will be performing services for LRSWMA, we will only purchase this software if our existing version fails to function before our contract expires. The scope of work includes conducting the groundwater monitoring programs at the Bass Hill, Bieber, Herlong, and Westwood Landfills for two semi-annual events.

The project team will remain unchanged from our previous contract. North State Environmental will be the prime contractor on this project. Ms. Christine Brown of NSE will serve as project manager for the project and will oversee all technical work performed by NSE and its subcontractors. Ms. Brown is a California Professional Geologist and Certified Hydrogeologist. Monitoring well and landfill gas well sampling will be conducted by Mr. Patrick Flynn, owner and operator of Sierra Environmental. Sierra Environmental has specialized in groundwater sampling and other watershed-related tasks since 1993. Laboratory analysis will be performed by BC Laboratories, Inc., of Bakersfield, California. BC Laboratories is an independent, full service environmental laboratory specializing in groundwater, drinking water, and soil analysis and hazardous waste characterization. BC will conduct all analyses in house and will not subcontract

North State Environmental, 17 Lazy S Ln, Chico, CA 95928

Telephone: 530-521-5395

any of the analytical work to other laboratories. BC is a state of California certified hazardous waste testing laboratory.

DESCRIPTION OF LANDFILL SITES

The scope of work includes groundwater and unsaturated zone sampling, sample analysis, and reporting associated with the Monitoring and Reporting Programs (MRPs) at four landfills in Lassen County – Bass Hill, Bieber, Herlong, and Westwood. Groundwater monitoring is conducted quarterly at Bass Hill, Bieber, and Herlong Landfills, and semi-annually at Westwood Landfill. The following paragraphs provide a brief description of the MRPs at each of the four landfill sites.

Bass Hill Landfill

Bass Hill Landfill is an active landfill located approximately 7 miles southeast of Susanville off Highway 395. There are 11 monitoring wells at the site. Four groundwater monitoring wells (MW-1, MW-2, MW-3, and MW-8) are currently being monitored quarterly. Water levels are measured from all site wells prior to sampling. The wells range in depth from 72 to 207 feet, and there are dedicated sampling pumps in the wells to be sampled.

Bass Hill Landfill is monitored in accordance with MRP No. 01-145-A1. The analytical scope for the monitoring wells will include the general chemistry parameters listed in the MRP, as well as Appendix I volatile organic compounds (VOCs) and metals and II semi-volatile organic compounds. Statistical analysis, consisting of an inter-well upper tolerance limit (UTL), was added for this site in 2015, and will continue to be performed annually.

Note that this proposal includes costs to perform semi-annual testing for Appendix I and II constituents. However, the MRP specifies that the RWQCB may consider reducing the frequency of testing following four semi-annual events, depending on the results. Organic constituents have consistently been non-detect, and metals have either been non-detect or relatively low. NSE intends to request a reduction in the frequency of testing for Appendix I and II constituents. However, since it is unknown whether the RWQCB will agree to reduce the analytical scope, we have included costs for the full suite of analytes in this cost estimate.

Bieber Landfill

Bieber Landfill is located on Highway 299, between Alturas and Redding. The landfill is closed, and there is currently a transfer station at the site. The groundwater monitoring program at the site consists of four shallow monitoring wells (less than 40 feet). Bieber Landfill is monitored on a semi-annual basis in accordance with MRP R5-2007-0175. Annual monitoring parameters will be analyzed during the second quarter of each year. Statistical analysis will be conducted annually using Sen's Slope and the Mann-Kendall statistical trend analysis methods.

Herlong Landfill

Herlong Landfill is located off Highway 395 in southern Lassen County. The landfill is closed, and there is currently a transfer station at the site. The groundwater monitoring program at the site consists of three intermediate depth monitoring wells (95 to 127 feet deep). Because two of the three monitoring wells have been consistently dry for 10-plus years, we have only included costs for sampling and analysis for the one well that is not dry (MW-2R). Herlong Landfill is monitored semi-annually in accordance with MRP 86-32. Statistical analysis will be conducted annually using Sen's Slope and the Mann-Kendall statistical trend analysis methods.

Westwood Landfill

Westwood Landfill is an active disposal site located off Highway 36 between Chester and Susanville. The groundwater monitoring program at the site consists of three monitoring wells. The wells range in depth from 140 to 220 feet deep and are equipped with dedicated sampling pumps. Westwood Landfill will be monitored in accordance with MRP R5-2021-0012. Groundwater sampling is conducted during the second and fourth quarters of each year, water levels will be collected quarterly, and the analytical scope is the same during both semi-annual events. Quarterly groundwater flow data will be reported semi-annually. In addition, MRP R5-2021-0012 requires that the two landfill gas (LFG) wells be sampled for methane semi-annually. As directed in the order, NSE will use a gas meter to test methane levels in the two LFG wells. Statistical analysis of data, consisting of an intra-well UTL analysis, is conducted at this site.

SCOPE OF WORK

As noted previously, the scope of work includes semi-annual groundwater sampling, sample analysis, and reporting at the Bass Hill, Bieber, Herlong, and Westwood Landfills in Lassen County, as well as field testing for methane in the Westwood LFG wells. We request that the contract extend from July 1, 2021 until July 31, 2022, since the first semi-annual reporting for 2022 cannot be completed until July when refuse tonnage information is provided by LRSWMA. The following paragraphs provide a brief description of the scope of work for the project.

Monitoring Well Sampling

The four landfills will be sampled semi-annually, a minimum of 45 days prior to the end of each period to meet the report submittal deadline.

To reduce the potential for cross contamination between wells, sampling will proceed from the least impacted well or area to the most impacted well or area. All wells will be gauged prior to purging and sampling. Fluid levels will be measured with an electric water level sounder with a resolution of 0.01 feet. The fluid level probe will be decontaminated between each well, as described below.

Following the groundwater level measurements, each of the wells will be purged and sampled. Well purging and sampling methods will vary at the different sites, depending on whether there are dedicated pumps in the wells. The monitoring wells at Bass Hill and Westwood Landfills will be purged using the dedicated sample pumps. Wells at Herlong and Bieber Landfills will be purged using disposable bailers. Monitoring wells will be purged until field monitoring parameters stabilize and until at least three well casing volumes have been evacuated. The RWQCB requires micro-purging at Bass Hill until field monitoring parameters stabilize. Measured field parameters include depth-to-groundwater, pH, electrical conductivity, and temperature. Stabilization of field parameters is achieved when successive measurements of temperature are within 1 degree centigrade, pH are within 0.10, and electrical conductance are within 10 percent. Well purging may be limited to less than the minimum of three well volumes if a well goes dry during purging. A well is considered dry when it cannot sustain a pumping rate equal to 10 percent of one casing volume per minute. Water levels in dry wells will be allowed to recover 80 percent or at least two hours prior to sampling.

Any equipment that is placed into a monitoring well will be decontaminated between each well. Decontamination procedures consist of cleaning equipment in a non-phosphate detergent wash, followed by a potable water wash and a distilled water rinse.

Immediately prior to sample collection, sample containers will be labeled with the well number, project identification, time and date of collection, analyses required, and sampler's initials. When collecting VOC samples, the container fill rate will be minimized to reduce the potential release of volatile compounds. The sample vial will be visually inspected to ensure that air bubbles are not present. Samples will be refrigerated in a cooler with wet ice to a temperature of 4 degrees Celsius and transported by courier or overnight mail delivery service to the analytical laboratory. Chain of custody documentation will be maintained for each sample through delivery to the analytical laboratory. All data collected during monitoring well sampling will be recorded on *Water Quality Sampling Information Sheets* or *Fluid Level Gauging Sheets*.

Laboratory Analysis

Groundwater and pore water samples will be submitted to BC Laboratories for analysis. The quarterly, semi-annual, and annual parameters for each site are outlined in Table 2. Samples will be analyzed using EPA-designated test methods, within regulatory hold times.

Report Preparation

Groundwater Monitoring Reports will be prepared for each site semi-annually. The reports will meet the requirements specified in the MRPs for each of the sites. Specifically, the reports will include the following information:

- · Sample collection procedures and field data sheets;
- Groundwater and pore water analytical results, in tabular form;
- A discussion of groundwater flow direction, gradient, and velocity, where appropriate;
- Certified analytical reports and chain-of-custody documentation;
- · A discussion of the statistical analyses;
- Stiff diagrams and hydrographs for Bieber and Westwood Landfills;
- A site plan showing the locations of monitoring wells, and groundwater elevations. Groundwater contour maps will be prepared when possible;
- Electronic laboratory data and reports will be uploaded to the GeoTracker database; and
- Tonnage and other required landfill compliance information for the Westwood and Bass Hill Landfills will be provided by LRSWMA.

The Annual Monitoring Reports will be combined with the second semi-annual monitoring report of each year. No annual report is required for Herlong Landfill. The annual reports will include all of the information described above, plus the following:

- Graphical presentations of selected inorganic parameters;
- Compliance record discussion, along with a discussion of any corrective actions taken or planned;
- A summary of changes in the monitoring results or monitoring well networks since the previous annual report.

Draft reports will be transmitted to LRSWMA for comment prior to finalizing. Upon receipt of LRSWMA approval, the reports will be signed and stamped by a registered geologist, bound, and transmitted to the RWQCB. Reports will be submitted to the RWQCB on or before the 15th day of the first month following the quarter in which the samples were collected.

Additional Work to be Performed

Westwood MW-2 Repairs: Over time the wiring for the dedicated pump in MW-2 appears to have stretched, and it is no longer possible to get a water level sounder down to the groundwater surface without it becoming tangled in the wiring. To obtain water level measurements without losing a sounder tip down the well, it is necessary to pull the dedicated pump, shorten the wiring, and refasten it to the standpipe. We estimate that this work will take one day to complete. The attached costs include subcontracting a pump contractor to pull and reinstall the pump using a boom truck. In the past, LRSWMA has provided a boom truck and operator for pump repairs, but it is our understanding that this will probably not be possible any longer. If LRSWMA provides a book truck and operator, then the cost for pump repairs will be reduced by up to \$1,000. These repairs will have to be performed prior to the next (third quarter) water level measurements.

Westwood Landfill Gas Testing: As noted previously, MRP R5-2021-0012 requires that the two LFG wells be sampled for methane semi-annually. As directed in the order, NSE will use a gas meter to test methane levels in the two LFG wells. If methane concentrations exceed 1 percent by volume, a gas sample will be obtained and analyzed for VOCs using Method TO-15. This gas sampling would require a separate trip to the site and would be billed on a time-and-materials basis. It is our understanding that the LFG wells have been tested multiple times in the past and have never contained methane concentrations that would require the TO-15 analysis, so these costs are not included in this proposal.

PROJECT COST

The total estimated cost to perform the above-described scope of work is \$45,199 for one year, as detailed in Table 1. We will not exceed this amount without prior authorization from LRSWMA. This cost is based on sampling, analysis, and reporting at the four landfill sites for one more year (two semi-annual events). Please note that LRSWMA will be billed a fixed fee for sampling and reporting each quarter but will only be invoiced for the laboratory analyses actually performed. If fewer samples are analyzed in a given quarter, LRSWMA will not be billed the full amount. Table 2 provides a breakdown of analytical costs for individual analytes. Any additional services requested by LRSWMA will be performed on a time-and-materials basis in accordance with the enclosed Schedule of Charges (Table 3).

ASSUMPTIONS

The following assumptions were made in preparing this proposal:

1. Purge water will be discharged directly onto the ground during well sampling.

- The cost for trip blank analysis was included in the costs for Bieber and Westwood Landfills. Trip blanks will only be run when VOCs are detected during a monitoring event. Because VOCs have fairly consistently been detected in groundwater samples from both sites, we have assumed that a trip blank will be run routinely at these sites.
- Statistical analysis will consist of either an intra-well UTL method of analysis or a Sen's slope/Mann-Kendall statistical trend analysis, using the Sanitas statistical software package. As noted previously, the cost for updating and relicensing the Sanitas software is included in this proposal.
- 4. LRSWMA will provide NSE with disposal information required by the RWQCB, such as volumes of waste, tonnage, and landfill capacity calculations.

EXCLUSIONS

The following task/items have not been included in this proposal:

- Sampling and laboratory analysis of LFG samples for VOCs by TO-15 at Westwood. As noted previously, we do not anticipate that this laboratory analysis will be necessary based on historic methane sampling results for Westwood Landfill.
- 2. Surface water or stormwater sampling at any of the landfill sites.
- LFG well sampling, except at Westwood Landfill. We can provide costs for this if requested.
- 4. Landfill visual inspections, photographs, major storm inspections, or reporting. We can provide costs for this if requested.
- 5. Leachate monitoring or sampling.
- 6. Preparation of financial assurance documentation.
- 7. Any engineering tasks.
- 8. Installation or sampling of any new groundwater monitoring wells (required at Madeline, Ravendale, Herlong, and Westwood).
- 9. Installation or sampling of any LFG wells (Bieber and Herlong).
- 10. PFAS sampling and analysis (The RWQCB has indicated that directives to perform PFAS sampling and analysis at Herlong and Bass Hill landfill will likely be issued in 2022). We can provide costs for this if requested.
- Repair of two damaged wellheads at Bass Hill Landfill. We can provide costs for this if requested.

12. Sampling four additional Bass Hill monitoring wells not included in the current MRP. We can provide costs for this if requested.

Thank you for the opportunity to submit a proposal for this project. If you have any questions regarding the scope of work or bid amount, please call me at (530) 521-5395.

Sincerely,

North State Environmental

Chesti W Brown

Christine W. Brown

Owner

enclosures

TABLE 1 DETAIL OF GROUNDWATER MONITORING COSTS LASSEN COUNTY SANITARY LANDFILLS

Bass Hill Landfill

Description	Semi-Annual Monitoring Event	Total Cost for FY 2021-22	Comments
Sampling	\$2,200	\$4,400	Measure water levels in 11 wells, sample 4 wells using micro-purge method, dedicated pumps in wells
Laboratory Analysis	\$2,451	\$4,903	BC Laboratories Inc., see Table 2 for cost breakdown.
Report Preparation	\$1,730	\$3,460	Draft report to be submitted to LRSWMA for review prior to finalizing. Perform statistical analysis (intrawell UTL method)
Tot	al	\$12,763	

Bieber Hill Landfill

Description	Semi-Annual Monitoring Event	Annual Monitoring Event	Total Cost for FY 2021-22	Comments
Sampling	\$2,200	\$2,200	\$4,400	Sample 4 shallow wells by bailing
Laboratory Analysis	\$1,153	\$2,636	\$3,789	BC Laboratories Inc., see Table 2 for cost breakdown
Report Preparation	\$1,670	\$1,665	\$3,335	Draft report to be submitted to LRSWMA for review prior to finalizing. Perform statistical analysis (Sen's slope)
Tota	al		\$11,524	

Herlong Hill Landfill

Description	Semi-Annual Monitoring Event	Total Cost for FY 2021-22	Comments
Sampling	\$1,500	\$3,000	Sample MW-2R only
Laboratory Analysis	\$558	\$1,116	BC Laboratories Inc., see Table 2 for cost breakdown
Report Preparation	\$1,310	\$2,620	Draft report to be submitted to LRSWMA for review prior to finalizing. Perform statistical analysis (intrawell UTL method)
Tot	al	\$6,736	

Westwood Landfill

Description	Semi-annual Monitoring Event	Total Cost for FY 2021-22	Comments
Semi-annual groundwater sampling, methane monitoimg	\$2,250	\$4,500	Sample 3 wells, dedicated pumps in wells. Monitor methane using gas meter. Cost for TO-15 lab analysis not included.
Semi-annual water level monitoirng	\$475	\$950	To be reported in semi-annual report
MW-2 pump repairs	\$2,000	\$2,000	This amount could be reduced to approximately \$1,000 if LRSWMA provides boom truck and operator to pull pump.
Laboratory Analysis	\$888	\$1,777	BC Laboratories Inc., see Table 2 for cost breakdown.
Report Preparation	\$1,790	\$3,580	Draft report to be submitted to LRSWMA for review prior to finalizing. Perform statistical analysis (intrawell UTL method)
Total		\$12,807	
TOTAL ANNUAL COST: COST FOR SANITAS RELICENSING			
	TOTAL	OST - FOUR SITES FOR FY 2021-22	\$45,199

Table 2 DETAIL OF WATER SAMPLE ANALYTICAL COSTS FOR FY2021-22 LASSEN COUNTY SANITARY LANDFILLS

Bass Hill Landfill

		Semi-Annual
Analytical Parameter	Unit Cost	Event
General Chemistry		1
Total Hardness as CaCO3	\$19.00	\$19.00
Calcium	\$9.50	\$9.50
Magnesium	\$9.50	\$9.50
Chloride	\$9.50	\$9.50
Sample digestion	\$17.00	\$17.00
Nitrate as nitrogen	\$9.50	\$9.50
TDS	\$9.50	\$9.50
COD (unfiltered sample)	\$18.00	\$18.00
Appendix I VOCs	\$100.00	\$100.00
Appendix II **	\$185.00	\$185.00
CAM 17 Metals **	\$132.00	\$132.00
Total Per-Sample Analytical Cost	\$518.50	
Total Site-Wide Analytical Cost (4	\$2,074.00	
EDF reporting for GeoTracker	\$207.40	
Shipping Cost	\$170.00	
TOTAL COST PER EVENT	\$2,451.40	

^{**}Note: NSE will request a reduction in sampling frequency for these constituents, but cost is based on assumption that they will be tested semi-annually

Herlong Hill Landfill

		Semi-Annual
Analytical Parameter	Unit Cost	Event
Total Dissolved Solids	\$9.50	\$9.50
Total Hardness	\$19.00	\$19.00
Chemical Oxygen Demand	\$18.00	\$18.00
Chloride	\$9.50	\$9.50
Nitrate as Nitrogen	\$9.50	\$9.50
Sulfate	\$9.50	\$9.50
Iron	\$9.50	\$9.50
Calcium	\$9.50	\$9.50
Magnesium	\$9.50	\$9.50
Sample digestion	\$17.00	\$17.00
Appendix I VOCs	\$100.00	\$100.00
CAM 17 Metals	\$132.00	\$132.00
Total Per-Sample Analytical Cost	\$352.50	
Total Site-Wide Analytical Cost (3	\$352.50	
EDF reporting for GeoTracker	\$35.25	
Shipping Cost	\$170.00	
TOTAL COST PER EVENT		\$557.75

Note: Analytical costs assume sampling only one well, since MW-1 and MW-3 have been dry for over 8 years. Costs will increase if additional wells are installed.

Table 2 DETAIL OF WATER SAMPLE ANALYTICAL COSTS FOR FY2021-22 LASSEN COUNTY SANITARY LANDFILLS

Westwood Landfill

Analytical Parameter	Unit Cost	Semi-Annual Event
Detection Monitoring Parameters		
TDS	\$9.50	\$9.50
Chloride	\$9.50	\$9.50
Carbonate	\$9.50	\$9.50
Bicarbonate	\$9.50	\$9.50
Sulfate	\$9.50	\$9.50
Calcium	\$9.50	\$9.50
Magnesium	\$9.50	\$9.50
Sodium	\$9.50	\$9.50
Potassium	\$9.50	\$9.50
Sample Digestion (EPA 3010)	\$17.00	\$17.00
VOCs (8260)	\$100.00	\$100.00
Total Per-Sample Analytical Cos	\$202.50	
Total Site-Wide Analytical Cost	\$607.50	
Trip Blank	\$50.00	
EDF reporting for GeoTracker	\$60.75	
Shipping Cost	\$170.00	
TOTAL COST PER EVENT	\$888.25	

Note: Analytical costs assume sampling three wells. Estimated cost will increase if additional monitoiring well(s) is installed

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EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice LRSWMA on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform LRSWMA regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



North State Environmental

TABLE 3 SCHEDULE OF CHARGES Updated June 2021

Fees for professional services rendered by North State Environmental (NSE) are based on the following standard schedule of charges.

Personnel Charges

The hourly billing rates for various personnel categories are listed below:

Senior Geologist/Engineer	\$105.00
Project Geologist/Engineer	\$95.00
Staff Geologist/Engineer	\$85.00
Environmental Sampling Technician	\$85.00
Draftsperson	\$60.00
Clerical	\$55.00

These billing rates include: labor, benefits, taxes, overhead, profit, and ancillary charges such as faxes, telephone calls, office supplies, cellular phone charges, computer charges, and normal (Level D) safety equipment.

Small Equipment and Materials Charges

Miscellaneous field supplies commonly used or expended on projects are charges as follows:

Equipment:	Water Level Indicator	\$ 25 per day
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\$ 40 per day pH, Temp, Conductivity Meter **Turbidity Meter** \$ 25 per day \$ 40 per da Dissolved Oxygen Meter \$100 per day Groundwater Pump \$100 per day Photoionization Detector \$0.55 per mile Vehicle Mileage Dedicated Monitoring Truck with Equip. \$250 per day \$100 per day Dedicated Monitoring Truck - no Equip.

Materials: Disposable Bailer \$ 10 each

Steel or Brass Sleeves, Teflon, Caps \$ 6 per sample Drums \$ 60 each

Weekly equipment rates are three times the daily rates.

Other Charges

Charges for services, equipment, and facilities not furnished directly by NSE, and any unusual items or expenses not customarily incurred in normal operations, will be computed at cost plus 15 percent (markup). These items include, but are not limited to, drilling services, testing laboratories, shipping, and outside equipment rentals.

Whenever possible, NSE encourages the client to directly pay invoices for outside services to avoid markup charges altogether.