## THIRD ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS THIRD ADDENDUM is to that Contract for Services entered into on July 1, 2021, and as amended on January 1, 2023, and on May 7, 2024, by and between the County of Siskiyou ("County") and Lawrence & Associates, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Second Addendum to the Contract expired on December 31, 2024, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract; and

WHEREAS, the Scope of Service, Exhibit "A", needs to be repealed and replaced to reflect additional duties and compensation.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the Contract through December 31, 2025.

Paragraph 3.01 of the Contract, Compensation, shall be amended to add an additional One Hundred Eight Thousand, Sixteen Dollars and No/100 cents (\$108,016.00), to increase the compensation payable under the Contract to an amount not to exceed Four Hundred Nineteen Thousand, Five Hundred Twenty-Eight and No/100 cents (\$419,528.00).

Paragraph 5.07 of the Contract, Obligations of Contractor, shall be amended to add, "If the contractor maintains broader coverage and/or higher limits than the minimums shown on the Contract, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County."

All other terms and conditions of the Contract shall remain in full force and effect.

# (SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this Third addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

	COUNTY OF SISKIYOU
Date:	NANCY OGREN, CHAIR Board of Supervisors County of Siskiyou State of California
ATTEST: LAURA BYNUM Clerk, Board of Supervisors	
By: Deputy	CONTRACTOR: <u>Lawrence &amp; Associates,</u> Inc.
Date:	Useron E. Coles 3/27/2025
Date:	Clayton E. Coles, President 3/27/2025 David Kirk, Secretary

License No.:\_69135

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 94-<u>2661102</u>

ACCOUNTING: Fund 2103 Organization 301010 Account 723000 Activity Code (if applicable)

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$419,528.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

# EXHIBIT "A"



P05162.20 Task 3 and 7

February 28, 2025

Ms. Teresa Ferrari Admin Services Manager Siskiyou County Department of Public Works P.O. Box 1127 Yreka, California 96097

Dear Teresa:

### SUBJECT: PROPOSAL FOR 2025 (12 MONTH) CORRECTIVE ACTION MAINTENANCE, GROUNDWATER AND SOIL-GAS MONITORING BUDGET, TULELAKE DISTRICT SHOP, 647 MAIN STREET, TULELAKE, CALIFORNIA

This letter serves as our proposal to maintain current corrective action measures at the Tulelake District Shop, 647 Main Street, Tulelake, California, pursuant to ongoing directives from Mr. Cody Walker of the North Coast Regional Water Quality Control Board. These measures include weekly monitoring and maintenance of the groundwater-treatment system (ozone-injection system) and oxygen and volatile organic compounds in soil gas; semi-annual groundwater and soil-gas monitoring and reporting (1st-Half 2025 and 2nd-Half 2025); and preparing reimbursement requests forms for the California Underground Storage Tank Cleanup Fund (USTCF), which reimburses costs associated with the monitoring and remediation of your site.

The cost of the work is estimated to be \$108,016 for a 12-month period. This estimated cost reflects current (2023) USTCF hourly labor rates, mileage rates, and allowable mark up percentage (10%) on laboratory costs and materials. The estimate also includes the 2025 estimated waste-discharge permit fee of \$16,669 (without markup).

If you would like us to perform this work, please attach this letter to your authorization and furnish us a signed copy or copies to authorize.

Please contact me at (530) 275-4800 or <u>dkirk@lwrnc.com</u> if you have any questions regarding this proposal.

Sincerely,

David A hile

David L. Kirk Principal/Senior Geologist

enc. Attachment A – SCHEDULE OF FEES (2023 USTCF RATES)



#### **ATTACHMENT A - SCHEDULE OF FEES (2023 USTCF RATES)**

#### **Professional Services** Engineering Geologist/Hydrogeologist Principal ..... \$222/hour \$185/hour Senior ..... \$160/hour Associate ..... Staff..... \$133/hour Assistant ..... \$85/hour Engineer Principal Engineer \$222/hour Senior Registered Civil ..... \$185/hour Associate Civil \$160/hour Assistant Civil ..... \$133/hour Engineering Technician..... \$75/hour AutoCAD Operator (Level I) ..... \$97/hour AutoCAD Operator (Level II) \$80/hour Field Technician ..... \$124/hour Project Manager ..... \$185/hour \$139.00/hour Laborer..... Surveyor ..... \$70/hour Tank Fund Administrator \$85/hour \$79/hour Clerical ..... Word Processor \$55/hour Travel, all staff, mileage inclusive..... \$124/hour **Deposition and Court Appearances** Minimum charge..... \$1200 part or full day Deposition Rate \$150/hr as listed above Preparation at consulting-service rates ..... **Drilling Services (CME-55 drilling rig)** 7-5/8 and 9-5/8-inch OD augers with operator and helper ..... (See drilling Mobilization ..... schedule of fees) **Other In-House Equipment** Test pumps (submersible, through 5 HP) ..... quoted/job Campbell 21X data loggers w/ transducers (water and gas)..... quoted/job Conductivity, oxygen, temperature and dissolved oxygen probes..... quoted/job Meteorological station (wind direction and velocity)..... quoted/job Gas-extraction and air-monitoring pumps ..... quoted/job Mileage ..... \$0.62 Mileage (drilling rig)..... \$0.62 Per diem (per person/day; may vary dep. upon location) ..... \$124/day Level D protection (per person/day)..... \$30/day Level C protection (per person/day)..... \$50/day Survey equipment (per day)..... \$50/day GPS Survey (per day)..... \$150/day **Expenses, Materials, Outside Services** All direct-job related expenses: reproduction, rental equipment, materials, subcontracted labor and equipment..... at cost + 10%All direct-job permits, electrical services and regulatory fees..... at cost (no markup) at cost + 10%Laboratory expenses .....