

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of hydrogeologic consulting services associated with the California Street Landfill (“Agreement”) is made and entered November 1, 2016 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and Geo-Logic Associates (“Consultant”). City and Consultant are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide assistance in consulting services, regulatory reporting and hydrogeologic support for the California Street Landfill (the “Services”).
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit “A,” entitled “Scope of Services,” which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Tim Sullivan, as City’s representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City’s policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The Services shall commence within ten (10) days of the Effective Date of this Agreement.
- 4.2 If Consultant’s Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City Staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant’s performance of the Services shall not exceed the amount of One hundred Thirty Seven Thousand Two hundred and two dollars (\$137,202) for the three (3) year term of this agreement. City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit “B” entitled “Project Costs and Hourly Rates.” Exhibit “B” is attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant’s invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the project. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant’s invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
Christopher Boatman
City of Redlands
35 Cajon Street,
PO. Box 3005 (mailing)
Redlands, CA 92373

Consultant
Gary L. Lass, Chief Executive Officer
GeoLogic Associates, Incorporated
2777 East Guasti Road, Suite 1
Ontario, CA 91761
(909)626-2282

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Workers’ Compensation and Employer’s Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers’ compensation laws of the State of California. Consultant shall provide City with Exhibit “C,” entitled “Workers’

Compensation Insurance Certification,” which is attached hereto and incorporated herein by this reference prior to performance of the Services.

- 6.3 Consultant shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.5 Consultant shall secure and maintain business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant’s provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys’ fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant’s Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
 - A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize the City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which

- City is a party, or to the specifications for such a contract;
- (v) grant City approval to a plan, design, report, study or similar item;
- (vi) adopt or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement.

8.3 Records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.

8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.5 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City. This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to

Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

CONSULTANT

By: _____
Paul W. Foster, Mayor

By: _____
Gary L. Lass, Chief Executive Officer

Attest:

Sam Irwin, City Clerk

EXHIBIT 'A' SCOPE OF SERVICES

1. SCOPE OF SERVICES

Consultant shall be responsible for a three (3) year period and will submit a total of fourteen (14) scheduled monitoring reports, including eight (8) quarterly and two (2) annual water quality monitoring reports, three (3) bi-annual leachate sampling reports to be included in selected groundwater reports, and one (1) annual testing of leachate containment and recovery system equipment to be performed during the third reporting quarter (required and reported to the RWQCB). In addition, the agreement will require electronic submittal of groundwater and leachate analytical data into a database each quarter as required by the State Water Resources Control Board. All supporting witnessing, supervision, analyses, documentation and liaison as needed and described herein will be provided.

Monitoring Support. Consultant will collect the required samples from the designated sampling locations and submit samples to the City-selected, State-certified laboratory for analysis. Leachate samples will be collected and delivered to the laboratory by staff of Consultant.

Task 1: Quarterly Groundwater Monitoring Reports. Consultant will perform all water quality sampling as required. During all monitoring reporting periods, Consultant will review field notes and laboratory data in a timely fashion so that data review is completed quickly and any required RWQCB notification meets the deadlines established in Order No. R8-2004-0008 including amendments stipulated in Order No. R8-2008-0094. The data review will include:

- Providing technical and regulatory expertise to City staff.
- Review of all field notes to verify that proper sampling techniques were utilized.
- A thorough data quality check to verify that holding times, required analyses, reporting limits and laboratory precision requirements have been met.
- Updating water level and groundwater quality databases.
- Performance of a thorough quality control check on all data to verify that only correct information is input into the databases.

All sample analyses will be checked against sample collection dates to verify that holding times were met. Analytical results will also be checked to verify that all required analyses have been performed and that laboratory quality assurance results were within acceptable limits. Any identified problems will be detailed in the quarterly reports.

The procedure for laboratory data entry includes manual transfer of data into the existing database. Water level information and field data will also be manually input. All data entered into the database will be checked to ensure that the database is accurate. Laboratory reporting limits, BPOs, and maximum concentration levels will be highlighted with bold font so that the reader can easily discern potential problems.

Statistical analysis of the water quality data will be performed by Consultant. In addition to the statistical analysis of metals surrogates and selected general minerals, selected volatile organic compounds detected at the landfill since September, 1998, will be statistically analyzed to establish concentration limits equal to background concentrations during this portion of an extended evaluation monitoring period. VOC statistical analyses will be performed as data quantity and quality permit for each compound of concern, on a per-well basis, using intra-well methods as well as background-to-compliance comparisons. Charts and tables will be used to illustrate VOC statistical findings.

The quarterly groundwater monitoring reports will include the following information:

- A transmittal letter containing an abbreviated summary, including discussions on violations and any actions taken or planned.

- An executive summary of current monitoring results.
- A discussion of groundwater occurrence and movement, including hydrographs for each well, a groundwater elevation contour map, and groundwater gradient calculation.
- A discussion of groundwater quality, including field and laboratory methods, statistical methodology and results, tabulated analytical results, copies of laboratory reports and chain of custody forms, copies of field forms, and graphs of constituents detected at concentrations exceeding intra-well statistical variances.
- Sludge chemical analyses.
- Conclusions, and as needed, recommendations.
- All data entered into the database will be checked to ensure that the database is accurate.

Consultant shall provide the City with an Executive Summary of the quarterly reports before the 15th of each month following a quarterly reporting period for inclusion into the City's quarterly report to the LEA as required by permit.

Task 2: Annual Groundwater Monitoring Reports. The annual groundwater monitoring reports will be prepared in combination with the 2017 and 2018 first quarter reports (January-March). In addition to the requirements listed in Task 1, the following items will be included in the annual reports:

- Groundwater monitoring well data summaries, including tabular and graphical summaries of groundwater levels and sampling results for all annual data, graphical presentation of groundwater constituents that equaled or exceeded BPOs or maximum concentration levels during any quarter of the monitoring period, and summary tables of vadose zone sample results.
- An annual summary, discussion and recommendations regarding the detection of VOCs, and any statistical background concentration limits for VOCs which were analyzed within the constraints of available data quality and quantity
- A discussion of groundwater quality at the CSL, a discussion of vadose zone quality and potential impacts to groundwater quality, and updated information relating to the groundwater monitoring system and hydro-geology of the CSL.

Task 3: Leachate Sampling and Reporting. A sample of the leachate will be collected and analyzed for all EPA Appendix II constituents in October 2017 and 2018, and April 2019 and 2020. The results of these analyses will be submitted in the second (April-June) and fourth (October-December) quarter groundwater monitoring reports for 2017, 2018 and 2019.

Task 4: Leachate (LCRS) Phase Two Annual Performance Monitoring System Testing. The Phase Two performance monitoring system will be tested annually in accordance with the CSL Leachate Management Plan, Title 27 and the CSL Waste Discharge Requirements (WDRs). The annual test shall be performed no later than October 31 of each year or a date agreed upon by the RWQCB. A LCRS annual performance monitoring system test report form is required and is provided in the CSL's Leachate Management Plan for the Consultant. A copy of the performance monitoring test report shall be provided to the RWQCB in accordance with the WDR monitoring and reporting program for the CSL reference in Section 3.6 of the Leachate Management Plan.

Task 5: Condensate (CCRS) Annual Sampling and Report Preparation. In accordance with the Condensate Management Plan, condensate from the condensate and collection recovery system (CCRS) will be sampled and analyzed no later than October 31 of each year. The samples will be analyzed for constituents listed in Appendix A.

The analytical results of the condensate sampling and analysis performed in item 2 above will be reported to the RWQCB in the fourth quarter report due no later than January 31 of the following calendar year.

Task 6: Database Management. Each quarter, the existing database will be reviewed and edited such that only data relevant to the current groundwater movement, quality and hydrogeologic

character is included for statistical analysis. A separate database will also be maintained and updated as needed for historical trends.

Task 7: Landfill Expansion Support. Consultant will provide continued technical support for landfill related to cell construction and expansion in the event that additional phases are added during this agreement period. This task also includes project management, field support and all required witnessing, supervision, documentation, and reporting for the decommissioning or relocation of water quality monitoring wells, as needed.

Task 8: Other Tasks. Consultant will provide the City with general consulting services in include all miscellaneous requests and technical support for all unforeseeable events related to groundwater and surface water quality and protection at the CSL.

In order to meet the City's needs, and at the City's request, Consultant will answer any questions or issues the city, regulators, or general public may have regarding groundwater and vadose zone quality at the landfill.

Deliverables. Deliverables will consist of memorandums, letter reports, text and faxed information to be provided to City staff on a time and materials basis upon request. One draft copy of each technical report will be submitted to the City's Quality of Life Department Director for review. After incorporation of the City's comments, two bound copies of the final reports and one digital report will be submitted for the City's use and distribution. In the case of the quarterly and annual groundwater monitoring reports, two bound complete hard copies will be provided to the City. One hard bound copy of the final report and digital file will be submitted to the State Water Resources Control Board's database for each of the Quarterly and Annual Reports. All field work will be personally attended and witnessed first-hand by a geologist currently registered in the State of California, who will then certify all technical reports resulting from the work performed.

EXHIBIT 'B'
PROJECT COSTS AND HOURLY RATES

**TABLE 1
FEE PROPOSAL
CONSULTING SERVICES FOR LANDFILL HYDROGEOLOGIC SUPPORT
AT THE CITY OF REDLANDS CALIFORNIA STREET LANDFILL**

Work Task	Prin. Eng/Geo	Supervising Hydrogeo.	Senior Geo.	Project Geo.	Staff Geo.	Managing Field Tech	Snr Field Tech	GLA Subtotal	Vehicle & Sampling Equip. / Supplies	Expenses (3% GLA labor)	Total Cost
	220	199	175	135	110	125	95	(\$)	29	(3%)	(\$)
Tasks 1-6 Sampling and Reporting of Groundwater, Gas, Leachate, Condensate, and Other Matrices, LCRS Performance Monitoring, and Database Management											
Contract Year 1	Fourth Quarter 2016										
	Sampling	0	1	0	0	1	14	36	\$ 5,479	50	\$ 165 \$ 7,094
	Reporting	1	1	4	8	33	0	0	\$ 5,829	0	\$ 175 \$ 6,004
	Totals:	1	2	4	8	34	14	36	\$ 11,308	\$ 1,450	\$ 340 \$ 13,098
	First Quarter 2017										
	Sampling	0	1	0	0	1	6	22	\$ 3,149	28	\$ 95 \$ 4,056
	Reporting (includes annual report)	1	1	4	8	39	0	0	\$ 6,489	0	\$ 195 \$ 6,684
	Totals:	1	2	4	8	40	6	22	\$ 9,638	\$ 812	\$ 290 \$ 10,740
	Second Quarter 2017										
	Sampling	0	1	0	0	1	6	36	\$ 4,479	42	\$ 135 \$ 5,832
	Reporting	1	1	4	8	33	0	0	\$ 5,829	0	\$ 175 \$ 6,004
	Totals:	1	2	4	8	34	6	36	\$ 10,308	\$ 1,218	\$ 310 \$ 11,836
Third Quarter 2017											
Sampling	0	1	0	0	1	6	22	\$ 3,149	28	\$ 95 \$ 4,056	
Reporting	1	1	4	8	33	0	0	\$ 5,829	0	\$ 175 \$ 6,004	
Totals:	1	2	4	8	34	6	22	\$ 8,978	\$ 812	\$ 270 \$ 10,060	
Fourth Quarter 2017											
Sampling	0	1	0	0	1	14	36	\$ 5,479	50	\$ 165 \$ 7,094	
Reporting	1	1	4	8	33	0	0	\$ 5,829	0	\$ 175 \$ 6,004	
Totals:	1	2	4	8	34	14	36	\$ 11,308	\$ 1,450	\$ 340 \$ 13,098	
Contract Year 2	First Quarter 2018										
	Sampling	0	1	0	0	1	6	22	\$ 3,149	28	\$ 95 \$ 4,056
	Reporting (includes annual report)	1	1	4	8	39	0	0	\$ 6,489	0	\$ 195 \$ 6,684
	Totals:	1	2	4	8	40	6	22	\$ 9,638	\$ 812	\$ 290 \$ 10,740
	Second Quarter 2018										
	Sampling	0	1	0	0	1	6	36	\$ 4,479	42	\$ 135 \$ 5,832
	Reporting	1	1	4	8	33	0	0	\$ 5,829	0	\$ 175 \$ 6,004
	Totals:	1	2	4	8	34	6	36	\$ 10,308	\$ 1,218	\$ 310 \$ 11,836
	Third Quarter 2018										
	Sampling	0	1	0	0	1	6	22	\$ 3,149	28	\$ 95 \$ 4,056
	Reporting	1	1	4	8	33	0	0	\$ 5,829	0	\$ 175 \$ 6,004
	Totals:	1	2	4	8	34	6	22	\$ 8,978	\$ 812	\$ 270 \$ 10,060
Fourth Quarter 2018											
Sampling	0	1	0	0	1	14	36	\$ 5,479	50	\$ 165 \$ 7,094	
Reporting	1	1	4	8	33	0	0	\$ 5,829	0	\$ 175 \$ 6,004	
Totals:	1	2	4	8	34	14	36	\$ 11,308	\$ 1,450	\$ 340 \$ 13,098	
Contract Year 3	First Quarter 2016										
	Sampling	0	1	0	0	1	6	22	\$ 3,149	28	\$ 95 \$ 4,056
	Reporting (includes annual report)	1	1	4	8	39	0	0	\$ 6,489	0	\$ 195 \$ 6,684
	Totals:	1	2	4	8	40	6	22	\$ 9,638	\$ 812	\$ 290 \$ 10,740
	Second Quarter 2016										
	Sampling	0	1	0	0	1	6	36	\$ 4,479	42	\$ 135 \$ 5,832
	Reporting	1	1	4	8	33	0	0	\$ 5,829	0	\$ 175 \$ 6,004
	Totals:	1	2	4	8	34	6	36	\$ 10,308	\$ 1,218	\$ 310 \$ 11,836
	Third Quarter 2016										
	Sampling	0	1	0	0	1	6	22	\$ 3,149	28	\$ 95 \$ 4,056
	Reporting	1	1	4	8	33	0	0	\$ 5,829	0	\$ 175 \$ 6,004
	Totals:	1	2	4	8	34	6	22	\$ 8,978	\$ 812	\$ 270 \$ 10,060
Task 7 - Landfill Expansion Support											
Labor and incidental costs for expansion support, as directed by City										as needed	
Task 8 - Other Tasks											
Labor and incidental costs for other tasks, as directed by City										as needed	

Notes:

- Monitoring costs include coordination with City-selected lab to obtain sample containers, sampling of groundwater monitoring wells, lysimeters, soil-pore gas probes, leachate, and condensate. Sampling costs also include performance monitoring of the Phase Two LCRS during October of each year.
- Reporting costs include database management, data validation, statistical analyses, preparation of groundwater elevation contour maps, preparation of text describing the monitoring event and results, and distribution of reports to appropriate agencies. Reporting costs also include uploading data to the State's Geotracker Database.
- Annual reports will be combined with the First Quarter Monitoring Report, due April 30 of each year.
- Each quarterly report will include results for all samples collected during the quarter.
- Vehicle Equip./Supplies include equipment, vehicle, and miscellaneous costs (ice, coolers) associated with sampling.
- Analytical costs are not included based on the RFP indicating that samples will be submitted to the City selected Laboratory.
- Tasks 7 and 8 will be performed at the City's request at the unit rates provided in Attachment A.

TOTAL ESTIMATED COST FOR THREE YEARS OF SERVICES: \$137,202

Tasks 1-6 Sampling and Reporting of Groundwater, Gas, Leachate, Condensate, and Other Matrices, LCRS Performance Monitoring, and Database Management

Fourth Quarter 2016	\$13,098
First Quarter 2017	\$10,740
Second Quarter 2017	\$11,836
Third Quarter 2017	\$10,060
Fourth Quarter 2017	\$13,098
First Quarter 2018	\$10,740
Second Quarter 2018	\$11,836
Third Quarter 2018	\$10,060
Fourth Quarter 2018	\$13,098
First Quarter 2016	\$10,740
Second Quarter 2016	\$11,836
Third Quarter 2016	\$10,060

Task 7 - Landfill Expansion Support

as needed

Task 8 - Other Tasks

as needed

**ATTACHMENT A
CONTRACT FEE SCHEDULE**

<u>PROFESSIONAL STAFF</u>	<u>UNIT RATE</u>
Staff Professional	\$110.00/Hour
Project Professional I	135.00/Hour
Project Professional II	160.00/Hour
Senior Professional.....	175.00/Hour
Supervising Professional	199.00/Hour
Principal Professional.....	220.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x HourlyRate

<u>FIELD/LABORATORY STAFF</u>	
Technician I	78.00/Hour
Technician II	85.00/Hour
Senior Technician (or Minimum Prevailing Wage).....	95.00/Hour
Supervising Technician.....	110.00/Hour
Managing Technician	125.00/Hour

<u>SUPPORT STAFF</u>	
CADD/Designer	110.00/Hour
CADD Operator/Geotechnical Draftsperson	90.00/Hour
Geotechnical Clerk/Typist	58.00/Hour
Word Processor.....	80.00/Hour

*Overtime Premium is 35% of PERSONNEL CHARGE

*A surcharge of 20% of PERSONNEL CHARGES is applicable to personnel working in hazardous materials environments to compensate for costs associated with hazardous materials operations training and personnel medical examinations.

<u>EQUIPMENT CHARGES</u>	
BAT Permeameter	200.00/Day
Compaction Testing Equipment & Supplies	50.00/Day
Peel & Shear Strength Apparatus (FML Seams)	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment	1,200/Month
Portable Laboratory (mobilization / demobilization)	1,500.00
ReMi/Refraction Seismograph	600.00/Day
Sealed Single Ring Infiltrometer (SSRI).....	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI)	Call for Quote
Slope Inclinometer	250.00/Day

<u>EXPENSES</u>	
Vehicle Use for Field Services.....	14.00/Hour or 320.00/week
Soil Sampling Equipment & Drilling Supplies	5.00/Hour
Groundwater Sampling Equipment and Supplies	15.00/Hour
Per Diem.....	Lesser of (Cost +15%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)	Cost + 15%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)	Cost + 15%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.).....	Cost + 15%

<continued on next page>

EXHIBIT 'C'

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

____ I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Geologic Associates

Date: _____

By: _____
Gary L. Lass