

CONSULTANT AGREEMENT

THIS AGREEMENT for Engineering Consultant Services, hereinafter referred to as the "AGREEMENT," is made and entered into this 25th day of April, 2017, between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "the COUNTY", and Stantec Consulting Services, Inc., a New York Corporation, whose address is 3475 West Shaw Avenue, Suite 104, Fresno CA 93711, hereinafter referred to as "the CONSULTANT".

WITNESSETH

WHEREAS, the CONSULTANT has been selected to provide on-call engineering services required for regulatory landfill projects encompassing structural, geological, hydrogeological, geotechnical, surveying and other landfill engineering disciplines as necessary to assist the COUNTY in performing various tasks on an "as-needed" basis, as delineated more thoroughly in Article II of this AGREEMENT (hereinafter referred to as "PROJECT(S)"), as proposed by the COUNTY; and,

WHEREAS, said CONSULTANT has been selected in accordance with the COUNTY'S Ordinance Code Chapter 4.10 on the selection of architects, engineers, and other professionals to provide engineering services necessary for PROJECT(S); and,

WHEREAS, said CONSULTANT represents that it is qualified and willing to perform the professional services required by the COUNTY for PROJECT(S); and,

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the above named parties agree as follows:

I. GENERAL PROVISIONS

A. The COUNTY hereby contracts with the CONSULTANT as an independent contractor to provide the consultant engineering services required for the PROJECT(S).

B. The work to be performed under the AGREEMENT, on such PROJECT(S) as the CONTRACT ADMINISTRATOR may designate, is more thoroughly described in Article II of this AGREEMENT.

C. The CONTRACT ADMINISTRATOR on behalf of the COUNTY shall be:

Curtis Larkin, Senior Engineer

2220 Tulare Street, 6th Floor, Fresno CA 93721

559-600-4259

clarkin@co.fresno.ca.us

and shall remain so unless the CONSULTANT is otherwise notified in writing by the COUNTY's Director of Public Works and Planning or his/her designee (hereinafter referred to as "the DIRECTOR"); and,

D. The PROJECT MANAGER for the CONSULTANT shall be:

Ralph Carson

3475 West Shaw Avenue, Suite 104, Fresno CA 93711

Telephone: 559-271-2650 | Fax: 559-271-5108

ralph.carson@stantec.com

and shall remain so unless the CONSULTANT requests and DIRECTOR approves, in writing, a change of the CONSULTANT'S PROJECT MANAGER, which approval will not be unreasonably withheld.

E. The CONSULTANT'S staff for their project team shall be as listed in Exhibit A, attached hereto and incorporated herein. Any substitutions of personnel shall be submitted in writing and approved in writing by the CONTRACT ADMINISTRATOR prior to the substitution of personnel, which approval shall not be unreasonably withheld.

F. The CONSULTANT may retain geotechnical specialists, geologists, and other specialized subconsultants, as the CONSULTANT requires, to assist in completing PROJECT(S). All subconsultants used by the CONSULTANT shall be approved in writing by the CONTRACT ADMINISTRATOR before they are retained by the CONSULTANT for PROJECT(S); for which approval shall not be unreasonably withheld. Subconsultants listed in Exhibit B, attached hereto and incorporated herein, shall be considered as approved by the CONTRACT ADMINISTRATOR. Should the CONSULTANT retain such subconsultants in connection with PROJECT(S), compensation to be paid to the CONSULTANT under Article V below shall not be increased, and any additional compensation to be paid to the CONSULTANT for such subconsultant work shall be limited to a maximum of ten percent (10%) of the total costs incurred by the CONSULTANT as a

1 result of the subconsultant's involvement in any PROJECT. Additional fees other than the 10%
2 markup on subconsultant charges shall not be reimbursed.

3 G. The CONSULTANT'S services shall be performed as expeditiously as is consistent with
4 professional skill and the orderly progress of the work, based on schedules for each specific
5 PROJECT mutually agreed upon in advance by the CONTRACT ADMINISTRATOR and the
6 CONSULTANT.

7 H. The CONSULTANT and affiliated subconsultants shall not submit bids, or subbids, for
8 the contract construction phase of PROJECT(S) for which the CONSULTANT provides services
9 hereunder. The CONSULTANT and its subconsultants, and all other service providers, shall not
10 provide any project-related services for, or receive any project-related compensation from any
11 construction contractor, subcontractor or service provider awarded a construction contract for all or
12 any portion of PROJECT(S) for which the CONSULTANT provides services hereunder. The
13 CONSULTANT and its subconsultants, and all other service providers, may provide services for,
14 and receive compensation from a construction contractor, subcontractor or service provider who
15 has been awarded a construction contract for all or any portion of PROJECT(S), provided that any
16 such services which are rendered, and any compensation which is received therefor relates to work
17 outside the scope of this AGREEMENT.

18 I. It is understood that the CONSULTANT shall not assign, sublet, subcontract, or transfer
19 the CONSULTANT'S rights or obligations in this AGREEMENT without the prior express, written
20 consent of the COUNTY. Such consent and approval may only be given by the COUNTY Board of
21 Supervisors, except as otherwise provided under this AGREEMENT.

22 J. Any changes to this AGREEMENT, requested either by the COUNTY or the
23 CONSULTANT, may only be effected if mutually agreed upon in writing by duly authorized
24 representatives of the parties hereto. This AGREEMENT shall not be modified or amended, nor
25 shall any rights of a party hereto be waived, except by such a writing.

26 K. The consideration to be paid the CONSULTANT as provided herein, shall be in
27 compensation for all of the CONSULTANT'S expenses incurred in the performance hereof,
28 including travel and per diem, unless otherwise expressly so provided.

1 II. CONSULTANT SERVICES

2 A. The CONSULTANT shall communicate with the CONTRACT ADMINISTRATOR to
3 verify, and refine the scope of each assigned PROJECT, which will be mutually agreed to by
4 CONSULTANT and CONTRACT ADMINISTRATOR, and the CONSULTANT thereafter shall
5 provide a detailed fee estimate and estimated time schedule for completion of each PROJECT. The
6 CONSULTANT agrees that each professional or other individual performing work on any such
7 PROJECT(S) shall be adequately trained to perform the work and shall possess the proper license,
8 certification or registration as required by law or by accepted standards of the applicable profession.
9 The CONSULTANT agrees to provide the professional services, when expressly authorized in
10 writing by CONTRACT ADMINISTRATOR, that are necessary to complete tasks. PROJECT
11 specific tasks and conditions will be more thoroughly delineated in any request issued pursuant to
12 this contract. The services which the CONSULTANT may be requested to provide include, but may
13 not be limited to:

14 1. Structural, geological, hydrogeological, geotechnical, surveying and support services
15 pertaining to landfills.

16 2. The preparation of Plans, Technical Specifications, and Construction Estimates
17 pertaining to the design of:

18 a. Landfill modules and covers;

19 b. Landfill gas collection and control systems; and

20 c. Groundwater remediation systems.

21 3. Evaluation of monitoring programs.

22 4. Design and implementation of monitoring programs.

23 5. Engineering feasibility studies.

24 6. Corrective action program design and implementation.

25 7. Remediation system(s) efficacy studies.

26 8. Landfill tipping fee studies and implementation.

27 9. Review, revision and preparation of landfill specific regulatory documents including:

28 a. Joint Technical Documents;

- b. Closure, Post-closure and Corrective Action Plans and cost estimates;
- c. Solid Waste Facility Permits;
- d. Authority to Construct;
- e. Permits to Operate; and
- f. Various technical reports.

B. In the preparation of any work product required to complete PROJECT(S) the CONSULTANT shall:

1. Ascertain the requirements for technical reports through meetings with the CONTRACT ADMINISTRATOR and a review of existing information on PROJECT(S).

2. Prepare and submit technical reports to the CONTRACT ADMINISTRATOR for preliminary approval for each assigned PROJECT, in accordance with the appropriate format required by local, state and federal laws, regulations and guidelines.

3. Submit each technical report to the CONTRACT ADMINISTRATOR for transmittal to other appropriate agencies for their review and approval.

4. Revise and resubmit each technical report as necessary until approved by all appropriate agencies.

5. Prepare technical studies, estimates, and other documents in both hard copy and electronic formats approved by the CONTRACT ADMINISTRATOR.

6. When not otherwise specified by the CONTRACT ADMINISTRATOR, provide submittals as delineated herein:

a. Including five (5) compact discs (CD) or digital video discs (DVDs) upon which copies of all electronic files associated with the submittal are copied. COUNTY acknowledges that CONSULTANT shall not be responsible for changes made without CONSULTANT's approval. Each electronic file shall be in a format appropriate to the file or data set, utilizing one or any group of those listed programs:

i. Files consisting primarily of text shall be submitted in Microsoft Word, version 2010 or later;

ii. Files consisting primarily of data sets and/or formulas shall be submitted in

1 Microsoft Excel, version 2010 or later;

2 iii. Drawings and plans shall be submitted in Autocad Civil 3D, version 2016.

3 b. Including ten (10) hard copies of each report, estimate, and/or all other
4 documents and submittals prepared, printed in color to the extent color is used therein.

5 c. Including ten (10) hard copies of each plan drawing, not including wet-stamped
6 final documents, as provided in Section C.

7 7. Verify approved, compatible format and quantity of submittals prior to delivery.

8 C. In the preparation of Design Plans, Technical Specifications and Construction
9 Estimates for PROJECTS, the CONSULTANT shall:

10 1. Ascertain the requirements for PROJECT(S) through meetings with the CONTRACT
11 ADMINISTRATOR and a review of an existing schematic layout of PROJECT(S).

12 2. Ascertain any requirements, unforeseen criteria, or issues for PROJECT(S) that may
13 be unknown to the CONTRACT ADMINISTRATOR, communicate these requirements, criteria, or
14 issues to the CONTRACT ADMINISTRATOR, and include in the scope, as agreed by the
15 CONTRACT ADMINISTRATOR.

16 3. Provide surveying, as necessary to ascertain all information required to prepare any
17 document specified herein for PROJECT(S), unless otherwise directed by CONTRACT
18 ADMINISTRATOR.

19 4. Design PROJECT(S) to conform to the mutually agreed scope and any requirements
20 of other reviewing agencies having jurisdiction over PROJECT(S).

21 5. Design PROJECT(S) to include mitigation measures included in the environmental
22 document.

23 6. Monitor and keep the CONTRACT ADMINISTRATOR informed regarding the impact
24 of design issues on PROJECT budget. Upon the written request of CONTRACT
25 ADMINISTRATOR, the CONSULTANT shall incorporate into the design, such reasonable design
26 and operational changes as the CONTRACT ADMINISTRATOR deems appropriate as a result of
27 the COUNTY'S review processes and impact on each PROJECT budget or estimate.

28 7. Assist in determining all permits that may be required for PROJECT and prepare all

necessary permits for the COUNTY submittal to outside agencies.

8. Work with the CONTRACT ADMINISTRATOR to ensure that the plans, specifications, and estimate meet all COUNTY requirements to be advertised for construction bids.

9. Prepare detailed engineers estimates, bid items, and unit prices quantified/qualified, which shall identify the construction components and requirements of PROJECT(S).

10. If required by CONTRACT ADMINISTRATOR, submit to the COUNTY in the appropriate agency forms, PROJECT background information and recommended testing and inspection lists for materials to be used for each PROJECT; identifying type, quantity, frequency, and schedule of said testing and inspection.

11. Prepare technical specifications setting forth in detail the work to be done, and the materials, workmanship, and equipment required for the construction of PROJECT(S), as necessary to provide the COUNTY complete and functional PROJECT(S) for its intended purpose within the requirements of this AGREEMENT.

12. Submit to the CONTRACT ADMINISTRATOR the projected and final construction estimate. Verify through written justification the reasonableness of the estimated construction period for construction contract bidding purposes as provided by the CONTRACT ADMINISTRATOR and identify long delivery times of materials and equipment which will impact the duration of the construction contract.

13. Respond to CONTRACT ADMINISTRATOR regarding Requests for Clarification during the bidding process and submit to the CONTRACT ADMINISTRATOR for review and approval of any addenda deemed necessary. Addenda, if any, shall be submitted no later than seven (7) working days prior to the scheduled bid opening, except as otherwise directed by the CONTRACT ADMINISTRATOR.

14. Assist the CONTRACT ADMINISTRATOR in evaluating the bids received.

15. Delete or otherwise change portions of the project design at the direction of the CONTRACT ADMINISTRATOR if the lowest bid proposal for the construction contract exceeds the COUNTY approved engineer's estimate by 10% or more, and if the COUNTY rejects all bids. In such event, the CONSULTANT shall revise the plans and specifications to comply with such

1 modifications and also shall assist the COUNTY in obtaining new bid proposals from contractors, all
2 at no additional cost to the COUNTY. Such modifications performed by the CONSULTANT shall
3 be completed on a time schedule commensurate with the scope of the changes and as set forth by
4 the CONTRACT ADMINISTRATOR.

5 16. Submit to the COUNTY ten (10) copies of the 30%, 60% and 90% plans (22" X 34"
6 format), specifications and estimates for review. Submit progress prints and final originals of the
7 plans, specifications, and estimates. Prior to submission of plans, the CONSULTANT shall request
8 from the COUNTY examples of acceptable drafting format and reproducible standards. Verification
9 of compatible format will be required prior to final file delivery. The CONTRACT ADMINISTRATOR,
10 at its discretion, may reject a submittal that is determined insufficient. Submittals shall, at a
11 minimum, consist of the following:

12 a. 30% plans, specifications and estimates shall include copies of utility locations,
13 centerline stationing, proposed and existing right-of-way, typical sections and structural sections.

14 b. 60% plans, specifications and estimates shall include 30% plan information and
15 in addition, preliminary cross sections and earthwork calculations at 25' or 50' intervals, adequate
16 information to allow construction survey staking, permits, preliminary profile grade, an updated
17 engineer's estimate, and shall address comments and include necessary revisions as identified by
18 the COUNTY in the 30% review.

19 c. 90% plans, specifications and estimates shall include 60% plan information and
20 in addition, updated cross sections and earthwork, profile grade, technical specifications, typical
21 sections and PROJECT details, and shall address comments and include necessary revisions as
22 identified by the COUNTY in the 60% review.

23 d. Final original plans, specifications and estimates to be delivered to the COUNTY
24 shall include:

25 i. One (1) original reproducible plan set on 22" by 34" sheets of 4 mil thick
26 double matte film.

27 ii. One (1) reproducible copy of cross sections on 22" by 34" sheets of 4 mil
28 thick double matte film.

1 iii. One (1) CD or DVD with final plans, cross sections and slope stake
2 information, design calculations, quantity calculations, and other design information as applicable to
3 the PROJECT.

4 iv. One (1) stamped and wet signed paper copy and one (1) CD or DVD with
5 final specifications and estimates.

6 17. Plan sheets, cross sections, earthwork calculations and slope stake information shall
7 be in Autocad Civil 3D, version 2016. Slope stake information shall include 50-foot intervals for
8 tangent sections and 25-foot intervals for curved sections. Specifications shall be in Microsoft
9 Word, version 2010 or later and on 8 ½" by 11" pages. Final engineer's estimates shall be in
10 Microsoft Excel, version 2010 or later and on 8 ½" by 11" pages. Estimates shall specify specialty
11 and/or final pay items as described in the 2006 Caltrans State Standard Specifications. Verification
12 of compatible format will be required prior to final file delivery.

13 18. The COUNTY will package the CONSULTANT'S documents with those other
14 documents that together will comprise the COUNTY'S construction contract and bid specifications.

15 19. Deliver to the CONTRACT ADMINISTRATOR three (3) weeks prior to the advertising
16 date (which will be determined by CONTRACT ADMINISTRATOR) the final drawings and
17 specifications for the COUNTY'S printing and distribution of bid sets to interested construction
18 contractors. The original drawings and specifications index sheet shall be sealed with the
19 CONSULTANT'S and subconsultant's professional licensure stamp clearly indicating license
20 numbers and license renewal dates and shall be signed in accordance with the California Business
21 and Professions Code.

22 D. During the performance of Construction Observation Services, the CONSULTANT shall:

23 1. Participate in the preconstruction conference.
24 2. When requested by CONTRACT ADMINISTRATOR, attend meetings with the
25 COUNTY, federal, state and/or local representatives to discuss and review the technical report.
26 The CONSULTANT shall prepare brief minutes of all meetings attended and shall submit those
27 minutes to the CONTRACT ADMINISTRATOR within seven (7) calendar days.

28 3. Make recommendations to the COUNTY on all claims of the COUNTY or the

1 construction contractor and all other matters relating to the execution and progress of the work,
2 including interpretation of the CONSULTANT'S contract documents.

3 4. Within seven (7) working days of the CONTRACT ADMINISTRATOR'S request,
4 review and make recommendations for samples, schedules, shop drawings, and other submissions
5 for general conformance with the design concept of PROJECT(S) and for general compliance with
6 the plans and specifications and information given by the CONSULTANT'S contract documents.

7 5. Within two (2) working days, respond to requests from the CONTRACT
8 ADMINISTRATOR for information needed from the CONSULTANT in order to clarify construction
9 plans and specifications and to review the construction contractor's cost estimates for all change
10 orders.

11 6. Recommend and assist in the preparation of such change orders as deemed
12 necessary with supporting documentation, calculations and estimate, for review and issuance of
13 change orders by the COUNTY Construction Engineer to obtain appropriate agency acceptance
14 and approval.

15 7. Assist the COUNTY, at the DIRECTOR's express, written authorization, with any
16 claim resolution process involving the construction contractor and the COUNTY as specified
17 hereunder, including serving as a witness in connection with any public hearings or legal
18 proceeding, and also including dispute resolutions required by law or hereunder. The parties
19 recognize that this clause is provided as a means of expediting resolution of claims among the
20 construction contractor, the COUNTY, and the CONSULTANT. However, it is understood the
21 construction contractor is not an intended third party beneficiary of this clause. Compensation for
22 these services shall be computed and invoiced at hourly rates listed in Exhibit C hereto. The
23 CONSULTANT shall identify rates for expert witness services, subject to review and approval or
24 disapproval by the CONTRACT ADMINISTRATOR, in Exhibit C. Any proposed fee schedule (i.e.:
25 Exhibit C) which fails to identify rates for expert witness services by CONSULTANT will be rejected
26 by CONTRACT ADMINISTRATOR. Assistance by CONSULTANT as described in this Article shall
27 be subject to the following provisions:

28 a. The DIRECTOR may believe the CONSULTANT'S work under this

1 AGREEMENT may have included negligent errors or omissions; or that the CONSULTANT may
2 otherwise have failed to comply with the provisions of this AGREEMENT or with the provisions
3 associated with a particular PROJECT; or that claims may have resulted from or have been
4 exacerbated by negligent acts or omissions of CONSULTANT. Upon notice by the DIRECTOR, the
5 CONSULTANT'S payments for such services shall be held in suspense by the COUNTY until a final
6 determination has been made of the proportion that the CONSULTANT'S fault bears to the fault of
7 all other parties concerned.

8 b. Such amounts held in suspense shall not be paid to the CONSULTANT, pending
9 the final determination as to the CONSULTANT'S proportional fault. However, the appropriate
10 percentage of such amount held in suspense shall be paid to the CONSULTANT, once a final
11 determination has been made, and the CONSULTANT thereafter submits a proper invoice to the
12 COUNTY. Payment shall be issued in accordance with the procedure outlined in Article V, Section
13 B, Paragraph 2.

14 8. At intervals appropriate to the stage of construction and consistent with the mutually
15 agreed scope, or as otherwise deemed necessary by the CONTRACT ADMINISTRATOR, visit the
16 site of PROJECT(S) as necessary to become familiar generally with the progress and quality of the
17 work and to determine whether the work is proceeding in general accordance with the contract
18 documents. The CONSULTANT shall not be required to make exhaustive or continuous onsite
19 inspections but shall keep the COUNTY Construction Engineer or his/her designee fully advised
20 and informed of all critical path issues of which the CONSULTANT becomes aware during the
21 course of construction. The CONSULTANT shall not be responsible for the construction
22 contractor's failure to carry out the construction work in accordance with the contract documents.
23 However, the CONSULTANT shall immediately advise the CONTRACT ADMINISTRATOR of any
24 known or observed deviation from the contract documents.

25 9. Not have control over or charge of, and shall not be responsible for construction
26 means, methods, techniques, sequence, or procedure, or for the safety precautions, programs, or
27 equipment in use in connection with the work, since these are solely the construction contractor's
28 responsibility under the contract for construction.

10. Keep the COUNTY informed, based on the CONSULTANT'S visits to PROJECT(S), through written reports as to the progress of the work.

11. Advise the COUNTY of defects and deficiencies observed in the work of the construction contractor, and may recommend that the DIRECTOR reject work as failing to conform to the contract documents.

12. Consistent with the mutually agreed scope, conduct site visits and field observations to facilitate recommendations by the CONSULTANT regarding:

- a. dates of substantial completion.
- b. dates of final completion.
- c. the DIRECTOR's acceptance of the work.
- d. filing of the Notice of Completion and Issuance of Final Certificate for payment.
- e. other issues which may require site visits, as requested by the CONTRACT

ADMINISTRATOR.

E. Control of Construction Project Site

1. The COUNTY'S construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction projects; including safety of all persons and property. This requirement shall be made to apply continuously during projects and shall not be limited to normal working hours. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, project means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. The CONSULTANT shall not have the authority to stop or reject the work of the construction contractor.

III. OBLIGATIONS OF THE COUNTY

The COUNTY will:

A. Compensate the CONSULTANT as provided in this AGREEMENT.

B. Furnish available reports, plans, and specifications related to PROJECT(S), and provide readily available documents requested by CONSULTANT necessary to perform tasks associated with completion of PROJECT(S).

C. Examine documents submitted and render timely decisions pertaining thereto.

1 D. Facilitate coordination between the construction contractor and the CONSULTANT,
2 including scheduling of the preconstruction conference and testing conforming to ASTM
3 International Standards on soil materials to be performed by the CONSULTANT.

4 E. Participate in meetings with the CONSULTANT as required.

5 F. Provide administration of the construction contract.

6 G. Identify the COUNTY'S Construction Engineer, whom the CONSULTANT shall keep fully
7 advised and informed of all critical path issues of which the CONSULTANT becomes aware during
8 the course of PROJECT construction.

9 IV. TERM, PERFORMANCE PERIOD AND TERMINATION

10 A. The term of this AGREEMENT shall be for a period of three (3) years, commencing upon
11 execution by the COUNTY through and including the third anniversary of execution. This
12 AGREEMENT may be extended for two (2) additional twelve (12) month periods upon written
13 approval of the COUNTY and the CONSULTANT, no later than thirty (30) days prior to the first day
14 of the next twelve (12) month extension period. The DIRECTOR or his or her designee is
15 authorized to execute such written approval on behalf of the COUNTY, based on CONSULTANT'S
16 satisfactory performance.

17 B. The terms of this AGREEMENT, and the services to be provided thereunder, are
18 contingent on the approval of funds by the appropriating government agency. Should sufficient
19 funds not be allocated, the services provided may be modified, or this AGREEMENT terminated at
20 any time by giving the CONSULTANT thirty (30) calendar days advance written notice.

21 C. The CONSULTANT shall complete all services required under this AGREEMENT prior
22 to the expiration thereof, unless extended or earlier terminated, as provided herein.

23 D. The CONSULTANT shall not perform any work under this AGREEMENT without written
24 authorization to proceed. The CONSULTANT shall commence work promptly after receipt of such
25 authorization, as issued by the CONTRACT ADMINISTRATOR.

26 E. The CONSULTANT shall provide services as required in accordance with the schedule
27 established upon authorization of each PROJECT, and in a timely manner to avoid unnecessary
28 delay to the PROJECT'S construction.

1 F. The CONSULTANT is advised and hereby acknowledges its understanding that any
2 recommendation for award is not binding on the COUNTY until the AGREEMENT is fully executed
3 following its approval by the COUNTY'S Board of Supervisors.

4 G. This AGREEMENT may be terminated without cause at any time by the COUNTY upon
5 thirty (30) calendar days written notice. If the COUNTY terminates this AGREEMENT, the
6 CONSULTANT shall be compensated for services satisfactorily completed to the date of
7 termination based upon the compensation rates and subject to the maximum amounts payable
8 agreed to in Article V, together with such additional services satisfactorily performed after
9 termination which are expressly authorized by the COUNTY to conclude the work performed to date
10 of termination.

11 H. If the CONSULTANT purports to terminate AGREEMENT, or otherwise refuses to
12 perform pursuant to AGREEMENT, for reasons other than material breach by the COUNTY, the
13 CONSULTANT shall reimburse the COUNTY, up to a maximum of \$10,000 for the actual expense
14 of issuing a Request For Proposal (RFP), engaging a new consultant, and the new consultant's cost
15 in becoming familiar with the previous CONSULTANT'S work. The COUNTY'S entitlement to such
16 reimbursement shall in no way be construed as a limitation on other damages that may be
17 recoverable by the COUNTY as a result of the CONSULTANT'S termination, in breach of its
18 obligations hereunder.

19 I. The COUNTY may immediately suspend or terminate this AGREEMENT in whole or in
20 part, where in the determination of the COUNTY there is:

- 21 1. An illegal or improper use of funds;
- 22 2. A failure to comply with any material term of this AGREEMENT;
- 23 3. A substantially incorrect or incomplete report submitted to the COUNTY;
- 24 4. Service not performed consistent with the generally accepted standard of care.

25 J. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
26 any breach of this AGREEMENT or any default which may then exist on the part of the
27 CONSULTANT, nor shall such payment in any way impair or prejudice any remedy available to the
28 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the

CONSULTANT the repayment to the COUNTY of any funds disbursed to the CONSULTANT under this AGREEMENT, which, in the judgment of the COUNTY and as determined in accordance with the procedures of Article VIII, "ERRORS OR OMISSIONS CLAIMS AND DISPUTES", were not expended in accordance with the terms of this AGREEMENT. The CONSULTANT shall promptly refund any such funds upon demand.

V. ALLOWABLE COSTS AND PAYMENTS

A. Fees:

1. Notwithstanding any other provisions in AGREEMENT, the Total Fee for the services required under AGREEMENT, shall not exceed the total sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) over the entire term of AGREEMENT. Total fees paid will be dependent upon the actual services authorized and performed under this AGREEMENT.

Compensation for the services rendered shall be computed at the hourly and cost rates shown in Exhibit C, attached hereto and incorporated herein, subject to any adjustments that may be approved in accordance with Article V, Section A, Paragraph 3.

2. The hourly and cost rates listed herein for services rendered by the CONSULTANT and subconsultants shall remain in effect for the entire duration of AGREEMENT unless adjusted in accordance with the provisions of Article V, Section A, Paragraphs 3, 5, or 6.

3. The hourly rates paid for services performed by the CONSULTANT and by subconsultants of the CONSULTANT and the rates for expenses incidental to the CONSULTANT'S and subconsultant's performance of services may be adjusted no more than once annually for inflation, in accordance with the following provisions:

a. The CONSULTANT may request new labor rates and new rates for expenses incidental to the CONSULTANT'S and subconsultants' performance of services subject to written approval of the CONTRACT ADMINISTRATOR in accordance with the provisions of this Section.

b. The CONSULTANT shall initiate the rate adjustment process by submitting to the CONTRACT ADMINISTRATOR a proposed adjusted fee schedule. The proposed adjusted fee schedule shall include proposed hourly rates for all categories of the CONSULTANT'S and subconsultants' wage classifications and proposed rates for incidental expenses listed in Exhibit C.

1 c. The proposed adjusted fee schedule shall not take effect unless approved in
2 writing by CONTRACT ADMINISTRATOR. The CONSULTANT acknowledges its understanding
3 that approval by the CONTRACT ADMINISTRATOR of any upward adjustment in the hourly and
4 cost rates shall not provide a basis for any increase in the total fee of as set forth in Article V,
5 Section A, Paragraph 1.

6 4. Expenses incidental to the CONSULTANT'S and subconsultant's performance of
7 services under Article II of AGREEMENT shall be charged at the rates listed in Exhibit C, subject to
8 any adjustments that may be approved in accordance with Article V, Section A, Paragraphs 3, 5, or
9 6. Unless incorporated in an adjusted fee schedule approved by the CONTRACT
10 ADMINISTRATOR, all other expenses incidental to the CONSULTANT'S and subconsultant's
11 performance of the services under Article II of AGREEMENT that are not listed in Exhibit C shall be
12 borne by the CONSULTANT.

13 5. In the event that the CONTRACT ADMINISTRATOR approves the CONSULTANT to
14 retain additional subconsultants not listed in Exhibit B, in accordance with Article I, Section B, hourly
15 rates paid for services performed by such additional subconsultants of the CONSULTANT and the
16 rates for expenses incidental to subconsultants performance of services may be adjusted no more
17 than once annually for inflation, in accordance with Article V, Section A, Paragraph 3. The first
18 annual adjustment of hourly and incidental expense rates for such additional subconsultants shall
19 not be approved prior to one year after CONTRACT ADMINISTRATOR'S approval of the retention
20 of such additional subconsultant(s) by the CONSULTANT.

21 6. Notwithstanding any other provisions in AGREEMENT, the CONTRACT
22 ADMINISTRATOR may, at any time, authorize in writing the revision of the CONSULTANT'S or
23 subconsultant's charge rates for incidental expenses to include additional categories of such
24 expenses if, in the opinion of CONTRACT ADMINISTRATOR, such revision is necessary to
25 facilitate the CONSULTANT'S performance of PROJECT(S).

26 B. Payments:

27 1. Progress payments will be made by the COUNTY upon receipt of the
28 CONSULTANT'S monthly invoices and approval by the COUNTY thereof based on CONTRACT

ADMINISTRATOR'S evaluation of the completion of the respective components of the assigned PROJECT. Invoices shall clearly identify the PROJECT, Phase, and Task of the work, and shall be submitted with the documentation identified in Article V, Section B, Paragraph 5. Invoices shall be forwarded electronically to: landfill-oncall@co.fresno.ca.us.

2. Upon receipt of an invoice containing all requisite information, it will take approximately ten (10) working days for the COUNTY Department of Public Works & Planning to review, approve, and submit it to the COUNTY Auditor-Controller / Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices will be returned to the CONSULTANT for correction and resubmittal. Payment, less retention, will be issued to CONSULTANT within approximately forty-five (45) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the approved invoice.

3. The COUNTY may withhold a five percent (5%) retention from earned compensation of the CONSULTANT, at the discretion of the CONTRACT ADMINISTRATOR. If the CONTRACT ADMINISTRATOR determines that retention will be withheld for a PROJECT, the CONTRACT ADMINISTRATOR will so state in writing prior to commencement of PROJECT by CONSULTANT and will identify PROJECT-specific prerequisites, such as successful completion of a PROJECT phase, for example, for the release of retentions. Such retention shall be in addition to any amounts withheld under Article II.

4. An unresolved dispute over a possible error or omission may cause payment of the CONSULTANT fees in the disputed amount to be withheld by the COUNTY.

5. Concurrently with the invoices, the CONSULTANT shall certify (through copies of issued checks, receipts, or other COUNTY pre-approved documentation) that complete payment, less a five percent (5%) retention, if required for PROJECT as specified in Paragraph 3, has been made to all subconsultants as provided herein for all previous invoices paid by the COUNTY. However, the parties do not intend that the foregoing create in any subconsultants or sub-contractor a third party beneficiary status or any third party beneficiary rights, and expressly disclaim any such status or rights.

6. Final invoices, and separate invoices for retentions if applicable, shall be submitted

1 to the COUNTY no later than thirty (30) days after the phase is completed. Payment for retentions
2 will be made in accordance with the specific provisions therefor established for the PROJECT by
3 the CONTRACT ADMINISTRATOR, in accordance with the provisions of Paragraph 3.

4 7. In the event the CONTRACT ADMINISTRATOR reduces the scope of the
5 CONSULTANT'S work under AGREEMENT for a specific PROJECT (or discontinues a specific
6 PROJECT), whether due to a deficiency in the appropriation of anticipated funding or otherwise, the
7 CONSULTANT will be compensated on a pro rata basis for actual work completed in accordance
8 with the terms of AGREEMENT.

9 VI. COMPENSATION RECORDS:

10 The CONSULTANT shall keep complete records showing the hours and description of
11 activities performed by each person who works on PROJECT(S) and all associated costs or
12 charges applicable to work covered by the Total Fee. The CONSULTANT will be responsible for all
13 subconsultants keeping similar records. At the request of the CONTRACT ADMINISTRATOR, such
14 records shall be made available to the COUNTY, or shall be summarized on invoices submitted in
15 accordance with Article V, Section B, Paragraph 1.

16 VII. AUDITS, ACCOUNTING AND INSPECTIONS ACCESS

17 A. The CONSULTANT shall, at any time during regular business hours and as often as the
18 COUNTY may deem necessary, make available for examination by State authorities or the
19 COUNTY Auditor-Controller/Treasurer-Tax Collector, or their authorized representatives, all of the
20 CONSULTANT'S records and data with respect to matters covered by this AGREEMENT. The
21 CONSULTANT shall permit the COUNTY'S authorities to audit and inspect all invoices, materials,
22 payrolls, records of personnel, conditions of employment, and other data relating to matters covered
23 by this AGREEMENT.

24 B. The CONSULTANT shall be subject to the examination and audit of the Auditor General
25 for a period of three (3) years after final payment under AGREEMENT (Government Code Section
26 8546.7).

1 VIII. ERRORS OR OMISSIONS CLAIMS AND DISPUTES

2 A. Definitions:

3 1. A "Consultant" is a duly licensed Architect or Engineer, or other provider of
4 professional services, acting as a business entity (owner, partnership, corporation, joint venture or
5 other business association) in accordance with the terms of this AGREEMENT.

6 2. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of
7 right, adjustment or interpretation of contract terms, payment of money, extension of time, change
8 orders, or other relief with respect to the terms of the contract. The term "Claim" also includes other
9 disputes and matters in question between the COUNTY and the CONSULTANT arising out of or
10 relating to the contract. Claims must be made by written notice. The provisions of Government
11 Code section 901, et seq., shall apply to every claim made to the COUNTY. The responsibility to
12 substantiate claims shall rest with the party making the claim. The term "Claim" also includes any
13 allegation of a negligent act, error or omission by the CONSULTANT in the performance of
14 PROJECT(S) under AGREEMENT.

15 B. In the spirit of cooperation between the COUNTY and the CONSULTANT, the following
16 procedures are established in the event of any claim or dispute alleging a negligent act, error or
17 omission, of the CONSULTANT.

18 1. Claims, disputes or other matters in question between the parties, arising out of or
19 relating to this AGREEMENT, shall not be subject to arbitration, but shall be subject to the following
20 procedures.

21 2. The COUNTY and the CONSULTANT shall meet and confer and attempt to reach
22 agreement on any dispute, including what damages have occurred, the measure of damages and
23 what proportion of damages, if any, shall be paid by either party. The parties agree to consult and
24 consider the use of mediation or other form of dispute resolution prior to resorting to litigation.

25 3. If the COUNTY and the CONSULTANT cannot reach agreement under Paragraph 2,
26 the disputed issues may, upon concurrence by all parties, be submitted to a panel of three (3)
27 members for a recommended resolution. The CONSULTANT and the COUNTY shall each select
28 one (1) member of the panel, and the third member shall be selected by the other two panel

1 members. The discovery rights provided by California Code of Civil Procedure for civil proceedings
2 shall be available and enforceable to resolve the disputed issues. Either party requesting this
3 dispute resolution process shall, when invoking the rights to this panel, give to the other party a
4 notice describing the claims, disputes and other matters in question. Prior to twenty (20) working
5 days before the initial meeting of the panel, both parties shall submit all documents such party
6 intends to rely upon to resolve such dispute. If it is determined by the panel that any party has
7 relied on such documentation, but has failed to previously submit such documentation on a timely
8 basis to the other party, the other party shall be entitled to a 20-working-day continuance of such
9 initial meeting of the panel. The decision by the panel is not a condition precedent to arbitration,
10 mediation or litigation.

11 4. Upon receipt of the panel's recommended resolution of the disputed issue(s), the
12 COUNTY and the CONSULTANT shall again meet and confer and attempt to reach agreement. If
13 the parties still are unable to reach agreement, each party shall have recourse to all appropriate
14 legal and equitable remedies.

15 C. The procedures to be followed in the resolution of claims and disputes may be modified
16 any time by mutual agreement of the parties hereto.

17 D. The CONSULTANT shall continue to perform its obligations under this AGREEMENT
18 pending resolution of any dispute, and the COUNTY shall continue to make payments of all
19 undisputed amounts due under this AGREEMENT.

20 E. When a claim by either party has been made alleging the CONSULTANT'S negligent
21 error, act, or omission, the COUNTY and the CONSULTANT shall meet and confer within twenty-
22 one (21) working days after the written notice of the claim has been provided.

23 F. The CONSULTANT, the CONSULTANT'S subconsultants of any tier, subcontractors of
24 any tier, suppliers and construction lenders shall all be bound by the dispute resolution provisions of
25 this AGREEMENT, and immediately upon demand of the COUNTY or the CONSULTANT, shall
26 participate in and shall become parties to the dispute resolution process, provided they have signed
27 any document that incorporates or refers to the dispute resolution provisions of this AGREEMENT.
28 Failure, whether intended or inadvertent, of the CONSULTANT to ensure that such nonparties have

signed such a document shall ensure only to the CONSULTANT'S detriment, if any there be. The COUNTY shall not suffer a detriment by the CONSULTANT'S action or inaction in this regard. If such a party after due notice fails to appear at and participate in the dispute resolution proceedings, the panel established in accordance with the provisions of Section B, Paragraph 3 of this Article VIII, shall make a decision based on evidence introduced by the party or parties who do participate.

IX. CONSULTANT'S OBLIGATIONS RELATING TO CONSTRUCTION CLAIMS

A. To the extent that review of any construction claim is encompassed by the CONSULTANT'S scope of work as determined by the COUNTY, the CONSULTANT will review and analyze construction contract claims and recommend resolution of them as soon as possible following receipt of demand by the COUNTY. CONSULTANT shall be compensated in accordance with Article V.

B. Within a reasonable time after receipt of a claim, the CONSULTANT shall provide a written analysis of the claim to the COUNTY, signed by the CONSULTANT and any affected subconsultants. The written analysis shall include the CONSULTANT'S professional opinion of the responsibility for payment of the claim, with supporting facts and documentation. A copy of the written analysis shall be provided to the respective insurance adjusters for the CONSULTANT and any affected subconsultant.

C. Upon receipt of a claim, the CONSULTANT may also take one (1) or more of the following actions, within ten (10) days of receipt of a claim:

1. Request additional supporting data from the claimant, requiring that such data be supplied within ten (10) days of the request.

2. Submit a schedule to the parties indicating when the CONSULTANT expects to respond to the claim, which schedule shall not exceed thirty (30) days from the CONSULTANT'S original receipt of the claim.

3. Recommend rejection of the claim in whole or in part, stating the reasons for such rejection.

4. Recommend approval of the claim by the other party.

5. Suggest a compromise.

1 D. In every case, the CONSULTANT shall provide its recommended resolution of a claim
2 shall not exceed thirty (30) days from the original receipt of claim, unless the CONSULTANT
3 obtains the COUNTY'S prior written approval.

4 X. INDEPENDENT CONTRACTOR

5 A. In performance of the work, duties, and obligations assumed by the CONSULTANT
6 under this AGREEMENT, it is mutually understood and agreed that the CONSULTANT, including
7 any and all of the CONSULTANT'S officers, agents and employees, will at all times be acting and
8 performing as an independent contractor, and shall act in an independent capacity and not as an
9 officer, agent, servant, employee, joint venturer, partner or associate of the COUNTY. Furthermore,
10 the COUNTY shall have no right to control or supervise or direct the manner or method by which
11 the CONSULTANT shall perform its work and function. However, the COUNTY shall retain the right
12 to administer this AGREEMENT so as to verify that the CONSULTANT is performing its obligations
13 in accordance with the terms and conditions thereof. The CONSULTANT and the COUNTY shall
14 comply with all applicable provisions of law and the rules and regulations, if any, of governmental
15 authorities having jurisdiction over matters the subject thereof.

16 B. Because of its status as an independent contractor, the CONSULTANT shall have
17 absolutely no right to employment rights and benefits available to the COUNTY employees. The
18 CONSULTANT shall be solely liable and responsible for providing to, or on behalf of its employees
19 all legally required employee benefits. In addition, the CONSULTANT shall be solely responsible
20 and save the COUNTY harmless from all matters relating to payment of the CONSULTANT'S
21 employees, including compliance with Social Security, withholding, and all other regulations
22 governing such matters. It is acknowledged that during the term of this AGREEMENT the
23 CONSULTANT may be providing services to others unrelated to the COUNTY or to this
24 AGREEMENT.

25 XI. LEGAL AUTHORITY

26 A. This AGREEMENT shall be binding upon the COUNTY, the CONSULTANT, and their
27 respective successors in interest, legal representatives, executors, administrators, and assigns with
28 respect to all covenants as set forth herein.

1 B. The CONSULTANT shall comply with all applicable federal, state, and local laws,
2 ordinances, regulations, and Fresno County Charter Provisions in effect at the time of the
3 CONSULTANT'S performance of the professional services to be provided hereunder.

4 C. Any controversy or claim arising out of or relating to this AGREEMENT which cannot be
5 amicably settled without court action shall be litigated either in a state court for Fresno County,
6 California, or in the U.S. District Court for the Eastern District of California, located in Fresno
7 County.

8 D. The rights and obligations of the parties and all interpretations and performance of this
9 AGREEMENT shall be governed in all respects by the laws of the State of California.

10 E. In the event that the CONSULTANT is operating as a Corporation, each individual
11 executing this AGREEMENT on behalf of the CONSULTANT hereby covenants, warrants, and
12 represents:

13 1. That he or she is duly authorized to execute and deliver this AGREEMENT on behalf
14 of such corporation in accordance with a duly adopted resolution of the corporation's board of
15 directors and in accordance with such corporation's articles of incorporation or charter and bylaws.

16 2. That this AGREEMENT is binding upon such corporation.

17 3. That the CONSULTANT is a duly organized and legally existing corporation in good
18 standing in the State of California.

19 F. The CONSULTANT shall comply with the provisions of the County of Fresno
20 Department of Public Works and Planning Conflict of Interest Code, attached hereto as Exhibit D
21 and incorporated herein. Such compliance shall include the filing of annual statements pursuant to
22 the regulations of the State Fair Political Practices Commission.

23 XII. HOLD HARMLESS

24 CONSULTANT shall indemnify, save, hold harmless, and at the COUNTY'S request, defend
25 the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages,
26 liabilities, claims, and losses occurring or resulting to the COUNTY in connection with the performance,
27 or failure to perform, by the CONSULTANT, its officers, agents, or employees under this Agreement,
28 and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or

1 resulting to any person, firm, or corporation who may be injured or damaged by the negligent
2 performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this
3 Agreement.

4 XIII. INSURANCE

5 A. Without limiting the COUNTY'S right to obtain indemnification from the CONSULTANT
6 or any third parties, the CONSULTANT, at its sole expense, shall maintain in full force and effect,
7 the following insurance policies prior to commencement of any work for the COUNTY and
8 throughout the entire term of this AGREEMENT (with the exception of Professional Liability
9 Insurance, which CONTRACTOR shall maintain in full force and effect for the additional period of
10 time required by Paragraph 4).

11 1. Commercial General Liability Insurance with limits of One Million Dollars
12 **(\$1,000,000.00)** per occurrence and an annual aggregate of Two Million Dollars **(\$2,000,000.00)**.
13 This policy shall be issued on a per occurrence basis. The COUNTY may require specific
14 coverages including completed operations, products liability, contractual liability, Explosion-
15 Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because
16 of the nature of this AGREEMENT.

17 2. Automobile Liability Insurance with limits for bodily injury of Two Hundred Fifty
18 Thousand Dollars **(\$250,000.00)** per person, Five Hundred Thousand Dollars **(\$500,000.00)** per
19 accident and for property damages of Fifty Thousand Dollars **(\$50,000.00)**, or such coverage with a
20 combined single limit of Five Hundred Thousand Dollars **(\$500,000.00)**. Coverage should include
21 owned and non-owned vehicles used in connection with this AGREEMENT.

22 3. Worker's Compensation insurance policy as required by the California Labor Code.

23 4. Professional Liability Insurance:

24 a. If the CONSULTANT employs licensed professional staff in providing services,
25 Professional Liability Insurance with limits of One Million Dollars **(\$1,000,000.00)** per claim, Three
26 Million Dollars **(\$3,000,000.00)** annual aggregate.

27 b. The Professional Liability Insurance shall be kept in full force and effect for a
28 period of three (3) years from the date of substantial completion of the CONSULTANT's work as

1 determined by the COUNTY.

2 B. The CONSULTANT shall obtain endorsements to the Commercial General Liability
3 insurance naming the COUNTY, its officers, agents, and employees, individually and collectively, as
4 additional insured, but only insofar as the operations under the AGREEMENT are concerned. Such
5 coverage for additional insured shall apply as primary insurance and any other insurance, or
6 self-insurance, maintained by the COUNTY, its officers, agents and employees shall be excess only
7 and not contributing with insurance provided under the CONSULTANT'S policies herein. The
8 COUNTY shall be given at least thirty (30) days advance written notice of any cancellation,
9 expiration, reduction or other material change in coverage with respect to any of the aforesaid
10 policies.

11 C. Prior to commencing any such work under the AGREEMENT, the CONSULTANT shall
12 provide to the COUNTY certificates of insurance and endorsements for all of the required policies
13 as specified above, stating that all such insurance coverage has been obtained and is in full force;
14 that the COUNTY, its officers, agents and employees will not be responsible for any premiums on
15 the policies; that such Commercial General Liability insurance names the COUNTY, its officers,
16 agents and employees, individually and collectively, as additional insured, but only insofar as the
17 operations under the AGREEMENT are concerned; that such coverage for additional insured shall
18 apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY,
19 its officers, agents and employees, shall be excess only and not contributing with insurance
20 provided under the CONSULTANT'S policies herein; and that this insurance shall not be cancelled
21 or changed without a minimum of thirty (30) days advance, written notice given to the COUNTY.
22 The certificates shall be sent to the CONTRACT ADMINISTRATOR at Department of Public Works
23 and Planning, Design Division, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.

24 D. In the event CONSULTANT fails to keep in effect at all times insurance coverage as
25 herein provided, the COUNTY may, in addition to other remedies it may have, terminate the
26 AGREEMENT.

27 E. All policies shall be issued by licensed insurers that are admitted or authorized by the
28 California Department of Insurance, and all such insurance shall be purchased from companies

possessing a current A.M. Best, Inc. rating of A FSC VIII or better.

XIV. OWNERSHIP OF DOCUMENTS

A. The CONSULTANT understands and agrees that the COUNTY shall retain full ownership rights of the drawings and work-product of the CONSULTANT to the fullest extent permitted by law. In this regard, the CONSULTANT acknowledges and agrees that the CONSULTANT'S services are on behalf of the COUNTY and are "works made for hire," as that term is defined by copyright law, by the COUNTY; that the drawings and work-product to be prepared by the CONSULTANT are for the sole and exclusive use of the COUNTY and shall be the sole property of the COUNTY and its assigns, and the COUNTY and its assigns shall be the sole owner of all patents, copyrights, trademarks, trade secrets and other contractual and intangible rights of any kind or nature in connection therewith; that all the rights, title, and interest in and to the drawings and work-product will be transferred to the COUNTY by the CONSULTANT, and the CONSULTANT will assist the COUNTY to obtain and enforce patents, copyrights, trademarks, trade secrets, and other contractual and intangible rights of any kind or nature relating to said drawings and work-product that the COUNTY shall become the owner of such drawings and work-product, free and clear from any claim by the CONSULTANT or anyone claiming any right through the CONSULTANT. The CONSULTANT further acknowledges and agrees that the COUNTY'S ownership rights in such drawings and work-product shall apply regardless of whether such drawings and work-product, or any copies thereof, are in the possession of the CONSULTANT, or any other person, firm, corporation, or entity. For the purpose of this AGREEMENT the phrase "drawings and work-product" shall mean the geologic report and map, as-builts, daily summary reports, inspection data sheets, records of field and laboratory test, Final Construction Report, and any other documents required in performing services under this AGREEMENT for PROJECT(S) that result from the tasks assigned to the CONSULTANT by the COUNTY under this AGREEMENT.

B. If AGREEMENT is terminated, or work on a PROJECT is suspended, during or at the completion of any task performed by CONSULTANT hereunder pursuant to Article II, a copy of the report or other documents shall be submitted by the CONSULTANT to the COUNTY, which may use them to complete PROJECT(S) at a future time.

1 C. Documents, including drawings, prepared by the CONSULTANT pursuant to this
2 AGREEMENT are intended to be suitable for use by the COUNTY or others on extensions of the
3 services provided for PROJECT(S). Documents for PROJECT(S) may not be suitable for other
4 projects.

5 XV. DISCLOSURE OF SELF-DEALING TRANSACTIONS

6 This provision is only applicable if the CONSULTANT is operating as a corporation (a for-
7 profit or non-profit corporation) or if during the term of this AGREEMENT, the CONSULTANT
8 changes its status to operate as a corporation. Members of the CONSULTANT'S Board of
9 Directors shall disclose any self-dealing transactions that they are a party to while the
10 CONSULTANT is providing goods or performing services under this AGREEMENT. A self-dealing
11 transaction shall mean a transaction to which the CONSULTANT is a party and in which one or
12 more of its directors has a material financial interest. Members of the CONSULTANT'S Board of
13 Directors shall disclose any self-dealing transactions that they are a party to by completing and
14 signing a Self-Dealing Transaction Disclosure Form (attached as Exhibit E and incorporated herein
15 by this reference); and submitting it to the COUNTY prior to commencing with the self-dealing
16 transaction or immediately thereafter.

17 XVI. ENTIRE AGREEMENT

18 This AGREEMENT constitutes the entire AGREEMENT between the COUNTY and the
19 CONSULTANT with respect to the subject matter hereof and supersedes all previous negotiations,
20 proposals, commitments, writings, advertisements, publications, and understandings of any nature
21 whatsoever unless expressly included in this AGREEMENT.

22 XVII. SEVERABILITY

23 Should any provision herein be found or deemed to be invalid, this AGREEMENT shall be
24 construed as not containing such provision, and all other provisions which are otherwise lawful shall
25 remain in full force and effect, and to this end the provisions of this AGREEMENT are hereby
26 declared to be severable.

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date
2 set forth above

3 STANTEC CONSULTING SERVICES

COUNTY OF FRESNO

4
5 BY: 

6 Jim Grasty, Senior Principal



Brian Pacheco, Chairman
Board of Supervisors

7
8 REVIEWED AND RECOMMENDED
9 FOR APPROVAL

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

10
11 By: 

12 Steven E. White, Director
13 Department of Public Works and
14 Planning

By: 

Deputy

15 APPROVED AS TO LEGAL FORM
16 Daniel C. Cederborg
County Counsel

17 By: 

18 Deputy

19
20 APPROVED AS TO ACCOUNTING
FORM

21 Oscar J. Garcia, C.P.A.
22 Auditor-Controller/ Treasurer-Tax
Collector

23 By: 

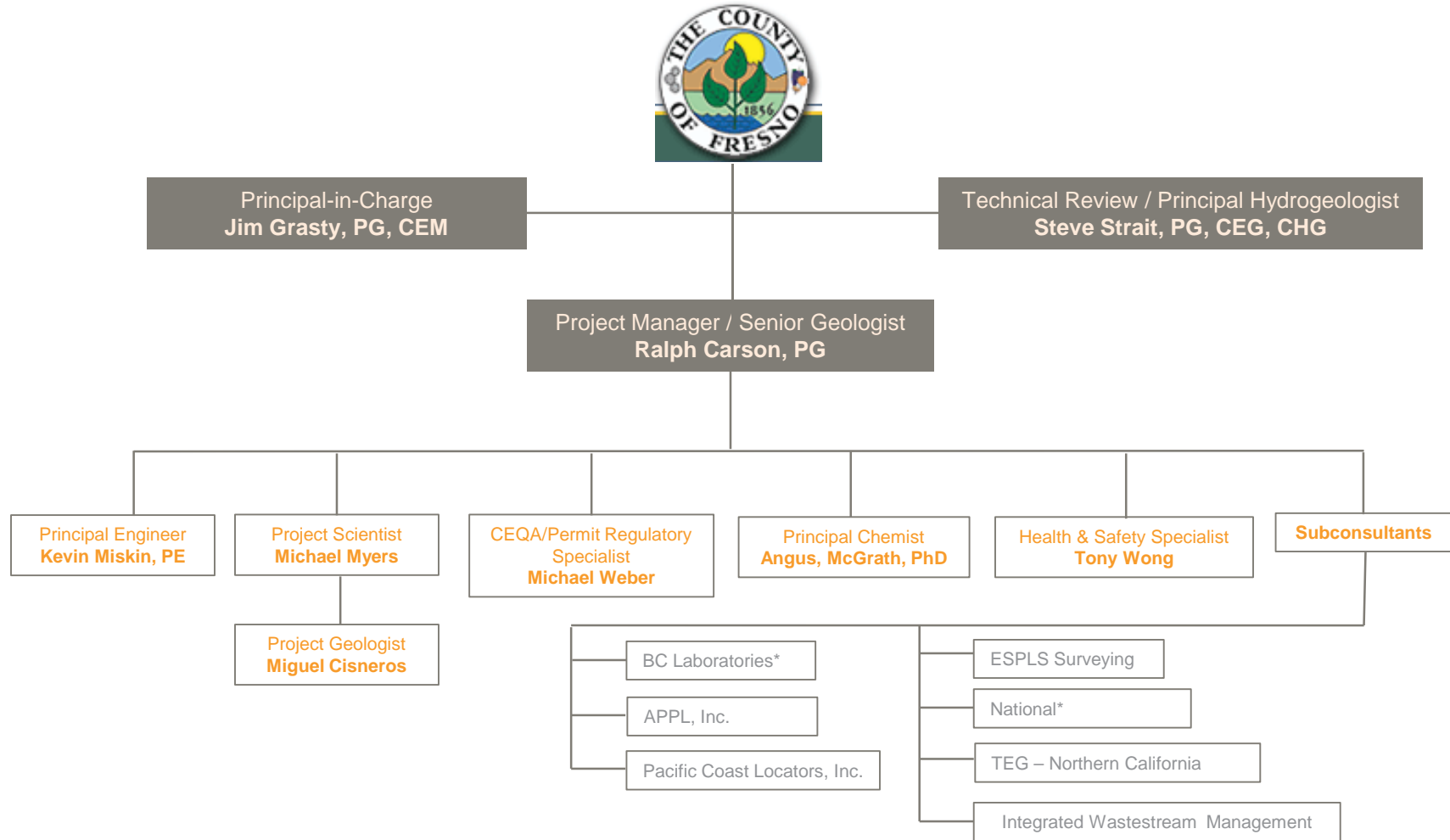
24 Deputy

25 FUND: 0700, 0701, 0710, 0720
26 SUBCLASS: 15000, 15001
27 ORG: 9015, 9020, 9026, 9028
28 ACCT: 7295

Exhibit A

Project Team

Organization Chart of Proposed Team



Note: * denotes key subconsultant

List of Current Staff

Employee Name	Job Classification
Ackerman, Corinne	Associate Scientist
Aguinaldo, Stephen	Senior CAD Technician
Aguirre Jr, Thomas	Biologist
Ainsworth, Tyler	Biologist
Alderete, Liz	Engineering Project Specialist
Andreasen, Holly	Archaeologist
Anteau, Gillian	Environmental Scientist
Auchterlonie, Jaff	Managing Principal Geologist
Battin, Matthew	Associate Scientist
Becker, Mark	Principal Scientist
Benkosky, Rusty	Senior Principal
Berry, Brian	Biologist
Branscum, Brian	Environmental Technician
Braybrooks, Larry	Geologic Project Specialist
Brown, Todd	Senior Geologist
Carson, Ralph	Senior Geologist
Chaney, Courtney	Environmental Scientist
Chen, Wendy	Senior Associate
Choeun, Ruthie	Project Scientist
Chuop, Khamly	Associate Scientist
Cisneros Jr, Miguel	Geologic Project Specialist
Cooper, Loni	Senior Biologist
Cornish, Pete	Project Specialist
Coyle, Sean	Associate Scientist
Crosby, Tom	Senior Principal Engineering Geologist
Cross, Michelle	Cultural Resources Lead
Crumpton, Brooke	Archaeologist
Demmer, Brittany	Environmental Scientist
Doran, Neil	Senior Geologist
Egger, Brian	Associate Scientist
Elms, Logan	Associate Biologist
Espino, Belinda	Project Scientist / Wildlife Biologist
Fayer, Joe	Archaeologist
Flora, Travis	Associate Project Manager
Francis, Aaron	Intern
Fugelsang, Jeffrey	Environmental Planner
Gama, Marlyng	Biologist
Garcia, Kimberly	Archaeologist
Garg, Tina	Environmental Planner
Gigliani, Tony	Associate Scientist
Grasty, Jim	Vice President, Business Leader US West, Environ. Ser.
Greenwald, Alex	Archaeologist
Hale, John	Biologist
Hallock, Ashley	Project Manager, Archaeologist

Employee Name	Job Classification
Hendricks, Brice	Senior Scientist
Hey, Eva	Geologic Consultant
Hill, Grace	Staff Specialist
Hitchcock, Erin	Project Manager, Environmental Services
Hoehn, Greg	Principal Consultant
Holst, Katherine	Archaeologist
Jallorina, Joycelyn	Project Manager Assistant
Jimenez, Corri	Architectural Historian
Johnson, Kaela	Staff Environmental Scientist
Jolley, Ryan	Senior Environmental Planner
Kaur, Gurleen	Environmental Scientist
Kelly, Maureen	Program Assistant
Kozanitas, Melina	Biologist
Kraushaar, Leven	Archaeologist
Kucera, Nathan	Associate Scientist
Lambert, John	Archaeologist
Lawson, Erik	Senior Engineer
Lawson, Robley	Program Assistant
Lichtenberger, Debbie	Environmental Technician
Macenski, Trevor	Principal
Magee, Amanda	Senior Geologist
Malamma, Kevin	Principal
Manning, Danielle	Project Manager
Maxwell, Annette	Geologic Consultant
Maxwell, Chris	Principal Geologist
McGrath, Angus	Principal Chemist
Melancon, Charles	Geologic Associate
Merino, Hector	Senior Environmental Technician
Miller, Andrew	Archaeologist
Minarich, Damon	Senior Environmental Technician
Mochrie, Dean	Sub Sector Leader Commercial - USA - Environ. Ser.
Montilla, Madelaine	Senior Regulatory Compliance Specialist
Moore, Brent	Principal
Myers, Michael	Project Scientist
Nadolski, John	Archaeologist
Nugent, Melissa	Senior GIS Analyst
Nuno, Elena	Senior Air Quality Scientist, Associate
Oropeza, Elizabeth	Administrative Assistant
Owens, Devon	Geologist Staff
Patton, Bo	Senior Environmental Technician
Perez, Adrian	Senior Engineer
Peterson, Katelyn	Biologist
Radonich, Anna	Planner
Ramirez, Michael	Senior CAD Technician

Employee Name	Job Classification
Reece, Sara	Senior Scientist
Rodman, Tobin	Archaeologist
Roggasch Jr, Rex	Senior CAD Technician
Rorie, Bryan	Associate Scientist
Roth, Anne	Administrative Assistant
Ryan, Colin	Geologic Associate
Salazar, Judith	Engineering Staff
Scarborough, Bruce	Principal Geologist
Schirripa, Sergio	Environmental Scientist
Schoenneman, Brian	Senior Environmental Technician
Schreiner, Dan	Senior Geologist
Slezak, Ryan	Environmental Technician
Smith, Everett	Architectural Historian
Stapleton, Dylan	Archaeologist
Sternad, Mario	Senior Engineer
Strait, Jo Ellen	Geologic Associate
Strait, Steve	Principal Hydrogeologist
Sung, Sucheon	Project Specialist
Switalski, Hubert	Archaeologist
Terry, John	Architectural Historian
Viernum, Sara	Wildlife Biologist
Westhoff, Brian	Senior Geologist
Williams, Andrea	Senior Biologist, Environmental Management
Wilson, Beth	Biologist
Winn III, Richie	Geologic Staff
Zickler Martin, Laurel	Archaeologist

Exhibit B

Subconsultants

Subconsultants

Following is a listing of potential key subconsultants, along with additional subconsultants that may be used, and the task for which they may be used. Also included are brief statements that indicate their experience.

Firm	Task
BC Laboratories*	Analytical Laboratory
APPL, Inc.	Analytical Laboratory
National EWP, Inc.*	Drilling
ESPLS Surveying	Land Surveying
Pacific Coast Locators, Inc.	Subsurface Utility Locators
TEG – Northern California	Geotechnical Surveys
Integrated Wastestream Management	Hazardous Waste Transportation

*Denotes key subconsultant

BC Laboratories*

Founded in 1949 by Joe Eglin, BC Laboratories, Inc. provides analytical testing in accordance with a variety of Federal and State regulatory programs. Joe's dream was to build the largest family-owned environmental laboratory in the Central Valley and Northern California. BC Laboratories, Inc. started as Bakersfield Core Laboratory in the garage of Joe and Bea Eglin's Quincy Street home in Bakersfield, California. It specialized in analyzing oil well core samples. In 1952, BC Laboratories grew and relocated to the 3016 Union Ave facility in Bakersfield. Joe, a chemical engineer, did the analyses while Bea kept the books and helped with sample testing. Together, Joe and Bea Eglin managed the remarkable development of BC Laboratories, Inc. with combination of scientific innovation and business know-how. Joe and Bea Eglin are known throughout the community for their excellent business.

A certified Woman-Owned Business [WBE] verified by both the California Public Utilities Commission [CPUC] and the Women's Business Enterprise National Council [WBENC], BC Laboratories is a full-service, environmental laboratory certified by the States of California and Nevada for analysis of waters, soils, and air/vapor. They provide services from a 25,000 square foot facility to all of California and Nevada through an internal courier service and network of service centers. BC Laboratories provides analytical testing in accordance with a variety of federal and state regulatory programs including NPDES, CCR Title 22, RCRA, CERCLA, LUFT, WIP, Clean and Safe water acts. Diversified sample matrices from drinking waters to solids and sludge are routinely analyzed for general minerals, metals, and 500-600-8000 series organics. A fully equipped field services department is maintained to complement analytical efforts and extend laboratory capabilities.

Firm Principals include the following individuals:

Carolyn Jackson - Owner/President: Carolyn has embarked on a journey which transformed BC Laboratories from a relatively small family-owned business into an industry leader. In an era when a woman running a business was a rarity, she accomplished amazing feats by creating a foundation of high ideals within the company and reaching out to the community.

Richard Eglin - Vice President: Richard provides vision and direction in developing, implementing, assessing, and revising strategic plans for policies and procedures that advance the laboratory's mission and goals to support a diverse staff within BC Laboratories.

Stuart Buttram - Technical Director: Stuart has a Bachelor's degree in chemistry and oversees day-to-day activities of the laboratory. Stuart is responsible for all analytical and technical activities of the laboratory, the accuracy and quality of all data reported by the laboratory, and final report approval. Stuart provides leadership by example, establishing and maintaining quality standards. In addition, Stuart is Radiological Safety Officer (RSO) and deals with compliance with DoD QSM and ISO 17025:2005.

Additional information can be found in their attached *Statement of Qualifications (Appendix A)*.

APPL, Inc.

Agriculture & Priority Pollutants Laboratories, Inc. (APPL, Inc.) is a certified small, disadvantaged, woman-owned laboratory located in Clovis, CA, and has been serving clients' needs for over 30 years. They provide analytical chemistry data that is scientifically valid and defensible.

APPL, Inc. is a full service analytical laboratory, with a staff of over 55 employees. Each laboratory section has redundant instrumentation to allow fast turnaround times on large sample delivery groups. They are very experienced at providing compliant Electronic Data Deliverables in over thirty different formats. APPL, Inc. has maintained a reputation of quality while remaining price competitive by staying on top of the latest in instrument and information technology. One of the more recent technological advancements is the addition of a High Resolution Mass Spectrophotometer to detect even lower than was previously possible for many organic compounds, including Dioxins, Furans, and PCB Congeners.

Every analyst is educated with a minimum of a bachelor's degree in chemistry or other closely related field. APPL, Inc. employs chemists with Ph.D's, Master's, and Bachelor's degrees from schools such as UC Davis, UC Berkeley, UC San Francisco, UC San Diego, California Polytechnical State University, Bates College, and California State University of Fresno.

National EWP, Inc.*

National EWP, Inc. is a licensed contractor and well driller in: Arizona, Alaska, California, Colorado, Idaho, Iowa, Michigan, Minnesota, Montana, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming. Employing over 200 personnel in five states.

Established in 2010, National EWP, Inc. is a new company with old values. The founding management team has deep roots in the drilling industry. Combining their collective experience and skills, they have joined together to restore the basic industry principles of providing safe, dependable and professional drilling services. Taking that philosophy to heart, their primary goal is building a great company that safely serves their clients and employees.

National EWP, Inc., offers a wide range of mining and environmental services including: Exploration, Geotechnical, Soil Sampling, Well Abandonment, Conductor Casing Installation,

Well Installation, Depth Discreet Water Sampling, Well Development/Rehab/Testing, In-Situ Chemical Injection, Vacuum Truck and Air knife Services. They also have a large depth of experience in Casing Advance, Rotary, Core, Sonic, Hollow Stem Auger, Well Service and Direct Push.

Firm Principals include the following individuals:

Jeff Morgan – President & CEO: Jeff Morgan began his career in the drilling business at the age of sixteen working as a shop hand for Water Development Corporation. Morgan's career advanced from the shop to drilling operations, later being promoted to Vice President in 1993 and elevated again to President in 1996. In 1999, Morgan purchased the company and changed the name to WDC Exploration & Wells. Under his leadership, WDC increased revenues from \$13 MM in 2001 to \$70MM in 2007, selling the company later the same year. In the fall of 2010, Morgan repurchased the water supply and exploration drilling assets from WDC and launched National EWP, Inc.

Gernot Penzhorn – General Manager: Gernot Penzhorn brings a wealth of experience and knowledge to National EWP, working for both Layne Christensen and Boart Longyear with over 19 years in the mining industry as well as a Bachelor's Degree in Law and Economics. Upon graduation he worked at Webber Wentzel, Law Firm. He then moved to Boart Longyear's South Africa operations as a Business Development Manager. In 1999 he became a Director at Nampak before moving back to Boart working as a General Manager in both U.S. Hard Materials and Environmental Drilling, a Global Risk Manager and finally an International Operations Director. Following his tenure at Boart Longyear, Penzhorn moved to Layne Christensen where he held the roles of VP of Operations, President of Mineral Services and finally the SVP of International Operations.

Tom Moreland – General Manager: Tom Moreland began his career in the industry in 1985, bringing years of experience and extensive knowledge to National. He manages all aspects of the environmental drilling operations. Prior to joining National, Tom worked in Northern California for WDC Exploration & Wells as a District Manager and previously as a Field Operations Manager. He has extensive awareness and advanced training experience in OSHA and MSHA surface mining operations.

Additional information can be found in their attached *Statement of Qualifications* (Appendix A).

ESLP Surveying

ESPLS Surveying (ESPLS) is a full service land surveying firm established in 1991 and based in Fresno, California, with an office in Sacramento. The surveying division consists of a professional staff with expertise in various aspects of land surveying, which includes boundary, topography, construction and A.L.T.A. surveys. The full CAD capability enables them to prepare parcel maps, subdivision maps, record of survey maps, topography maps, right of way maps and volume calculations. Field surveys are performed with satellite GPS equipment, robotic total stations, laptops and advanced electronic instruments giving them the capability of providing a quick and efficient response to any survey requests. They have completed numerous projects for the planning, design, and construction of highways, bridges, pipelines, airports, hospitals, schools and correctional institutions. Many assignments involved work on the State Highway system and were performed per Caltrans standards. Their Caltrans project responsibilities included providing surveying services in the areas of project control, photogrammetric control, record data search, initial land net recovery, preliminary boundary determination, right of way or easement acquisition, topography, construction staking, as-builts preparation of land net and right of way maps. Some of ESP's other clients include cities, counties, engineers, architects, geologists, contractors and individuals throughout California.

Pacific Coast Locators, Inc.

Pacific Coast Locators, Inc is a privately owned company that provides services to the private sector, construction companies, municipalities, federal and state entities, the oil and gas industry, and environmental consulting firms. Their services are retained by clients to locate, mark, and map the location of all underground facilities and include: electromagnetic utility locating; ground penetrating radar; magnetometer well locating; GIS utility mapping; ground penetrating radar (concrete screening); and electromagnetic induction.

Their philosophy is to conduct work in a manner that promotes the safety, and well-being of technicians, clients, and the general public. Additional company information can be found at www.pclocators.com

TEG – Northern California

TEG has numerous mobile labs, Strataprobes, and other sampling equipment based in California. They have plenty of equipment and experienced personnel plus back-ups for a project. They have performed Strataprobe soil vapor, soil, and water sampling services, and mobile lab and fixed base analyses at locations around the U.S. and overseas for many civilian and military contractors. Their Strataprobe direct push, no cuttings, vapor, soil and water sampling equipment has been designed and built to perform under many different conditions. TEG has a California C-57 contractor's license (well drilling). The California-based mobile labs are state certified for a variety of analytical methods with the latest state-of-the-art equipment. All analytical personnel hold at least a Bachelor's degree and all personnel are OSHA 40-hour trained. The Laboratory Director, Mark Jerpbak, also holds a Masters degree and is a California Professional Geologist.

Integrated Wastestream Management

IWM has provided transportation and management services for generators of hazardous and non-hazardous waste since 1992. They have developed an expertise in waste characterization and project execution. Their fleet of equipment includes three vacuum trucks, two tanker trucks, one end-dump, two flatbeds, one 27-foot box van and two high pressure hot water washers. All their employees are trained in 40-hr OSHA, Confined Space Entry, Emergency Response for Confined Space, DOT 181 Hazardous Materials Management, Defensive Driving for Commercial Drivers and participate in a behavioral-based safety program. They provide vacuum truck services, bulk water loading, bulk soil loading, drummed waste loading, transport and disposal, above ground and below ground tank cleaning, and waste characterization and profiling.

Exhibit C

Rates

2017 SCHEDULE OF BILLING RATES ENVIRONMENTAL SERVICES



Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

BILLING LEVEL	HOURLY RATE	DESCRIPTION
3 4 5	\$78 \$87 \$95	Junior Level Position <ul style="list-style-type: none"> • Works under the supervision of a senior professional • Independently carries out assignments of limited scope using standard procedures, methods and techniques • Assists senior staff in carrying out more advanced procedures • Completed work is reviewed for feasibility and soundness of judgment • Graduate from an appropriate post-secondary program or equivalent • Generally, less than four years' experience
6 7 8	\$105 \$113 \$122	Fully Qualified Professional Position <ul style="list-style-type: none"> • Carries out assignments requiring general familiarity within a broad field of the respective profession • Makes decisions by using a combination of standard methods and techniques • Actively participates in planning to ensure the achievement of objectives • Works independently to interpret information and resolve difficulties • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, three to six years' experience
9 10 11	\$131 \$141 \$152	First Level Supervisor or First Complete Level of Specialization <ul style="list-style-type: none"> • Provides applied professional knowledge and initiative in planning and coordinating work programs • Adapts established guidelines as necessary to address unusual issues • Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, five to nine years' experience
12 13 14	\$166 \$178 \$191	Highly Specialized Technical Professional or Supervisor of Groups of Professionals <ul style="list-style-type: none"> • Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise • Participates in short and long range planning to ensure the achievement of objectives • Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures • Reviews and evaluates technical work • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, ten to fifteen years' experience with extensive, broad experience
15 16 17	\$201 \$221 \$257	Senior Level Consultant or Management <ul style="list-style-type: none"> • Recognized as an authority in a specific field with qualifications of significant value • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Independently conceives programs and problems for investigation • Participates in discussions to ensure the achievement of program and/or project objectives • Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, more than twelve years' experience with extensive experience
18 19 20 21	\$300 \$325 \$361 \$397	Senior Level Management Under Review by Vice President or Higher <ul style="list-style-type: none"> • Recognized as an authority in a specific field with qualifications of significant value • Responsible for long range planning within a specific area of practice or region • Makes decisions which are far reaching and limited only by objectives and policies of the organization • Plans/approves projects requiring significant human resources or capital investment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, fifteen years' experience with extensive professional and management experience

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

2017 SCHEDULE OF BILLING RATES ENVIRONMENTAL SERVICES



Other Direct Disbursements:

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +15%
Travel/Per Diem	Actual Cost +15%
Capital Purchases and Expendable Materials	Actual Cost +15%
Postage and Shipping	Actual Cost +15%
Standard Field Equipment	(See Attached Schedule)

Standard Field Equipment:

Standard Field Equipment	Rate
Air Sampling Equipment	\$65/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$15/each
Bailer – Quick E-Bailer System	\$85/day
Bailer – Reusable	\$20/day
Drum – 55 Gallons	\$65/each
Digital Camera	\$25/day
Draeger Sampler (tubes not included)	\$30/day
Field Communication – Two-Way Radio	\$20/day
Field Computer	\$55/day
Field Test Kit – Groundwater	\$55/each
Field Test Kit – Soil	\$55/each
Field Test Kit – SVE	\$55/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$135/day
Field Vehicle – Sampling Truck	\$275/day
Field Vehicle – Truck/Van	\$160/day
Flame Ionization Detector (FID)	\$145/day
Generator	\$70/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$15/pair
Gloves – Colored Nitrile	\$0.25/pair
Gloves – Kevlar Under Glove	\$5.00/pair
H&S – Level B Safety Equipment	\$185/day
H&S – Level C Safety Equipment	\$95/day
H&S – Level D Safety Equipment	\$60/day
H&S – Traffic Control Equipment	\$65/day
Hand Auger	\$30/day
Low Flow Purge/Sampling System	\$85/day
Meter – Oil/Water Interface	\$60/day
Meter – Anemometer	\$25/day
Meter – CO	\$65/day
Meter – Data Logger	\$140/day
Meter – Dissolved Oxygen	\$65/day
Meter – DO/ORP/Temp/Conductivity	\$100/day
Meter – Dosimeter	\$45/day
Meter – Ferrous Iron	\$5/day
Meter – Flow	\$30/day
Meter – H2S Detector	\$80/day
Meter – LEL/O2	\$80/day
Meter – Magnehelic (Gauge)	\$35/day

2017 SCHEDULE OF BILLING RATES ENVIRONMENTAL SERVICES



Standard Field Equipment (continued):

Standard Field Equipment	Rate
Meter – Magnetometer	\$50/day
Meter – Manometer	\$25/day
Meter – Measuring Wheel	\$10/day
Meter – Metal Detector	\$45/day
Meter – Multimeter	\$110/day
Meter – O ₂ /CO ₂	\$110/day
Meter – ORP	\$25/day
Meter – Other	quote/day
Meter – Ozone	\$25/day
Meter – pH/Temp/Conductivity	\$30/day
Meter – Turbidity	\$70/day
Meter – Dust Monitor	\$120/day
Meter – Velocity	\$25/day
Meter – Water Level Indicator	\$35/day
Photoionization Detector (PID)	\$110/day
Pressure Washer	\$45/day
Pump – Air Sampling	\$45/day
Pump – Centrifugal	\$50/day
Pump – Groundwater Sampling	\$110/day
Pump – Peristaltic	\$50/day
Pump – Trash	\$35/day
Pump – Well Sampling	\$25/day
Pump – Well Sampling/Purge	\$45/day
Reproduction – 11x17 Color Plot/Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$10/copy
Reproduction – Oversized Color Plot/Print	\$15/copy
Soil Sample Ring/Sleeve	\$10/each
Survey Equipment – Laser Plane Level & Receiver	\$200/day
Transducer	\$30/each
Tedlar Bag	\$15/each

NOTE: Other equipment needs will be priced on a per project basis.

AGRICULTURE & PRIORITY POLLUTANTS LABORATORIES, INC.

908 North Temperance Ave

Clovis, California 93611

Phone: 559/275-2175

FAX: 559/275-4422

Email: cclark@applinc.com

Schedule of Fees 2016

Extra Services

Electronic Data Deliverables

Standard EDD		no additional cost
ERPIMS, EDT, NEDTS, Geotracker/EDF, ADR/SEDD, or EQUIS	additional	10%
Other or Custom EDDs		call for quote

Surcharges

Expedited Result Surcharges

21 Days (15 business days)		no additional cost
14 Days (10 business days)	additional	10%
7 Days (5 business days)	additional	50%
72-hour (call for availability)	additional	75%
24/48-hour (call for availability)	additional	100%
Rush Extraction/Digestion Fee*	additional	20%

*Applicable to samples with 7-day or greater hold times, which arrive on the last day.

Data Validation Packages (DVP)

Level II - Form 1's		no additional cost
Sample results, surrogate recoveries, cover letter, and QC sample results (Blanks, LCS)		
Level III - CLP-like, Forms only	additional	5%
Same as Level II plus sample receipt forms, COC, case narrative, ICV/CCV/CCB values, and injection logs		
Level IV - CLP-like	additional	10%
Same as Level III plus preparation sheets, raw data for samples and calibrations		

Miscellaneous Rates

Encore Samplers for EPA5035 (3/sample)	\$30 /sample
Terracore Samplers for EPA5035 (1/sample)	\$5 /sample
Compositing	\$5 /discrete sample
Lab Filtering	\$10 /sample
Dry-Weight Reporting (no charge if moisture percent is provided)	\$10 /sample
Incremental Sampling	\$150 / sample
"Overnight" shipping of containers (no charge for Fed Ex Ground)	actual

Standard Pricing Includes:

- Level II DVP
- Standard Excel EDDs (when requested)
- 15-business day Turn Around Time
- QC Samples (as required by the method): Method Blanks, LCS, LCS/LCSD, Method MS/MSD, Trip Blanks, Sample/Sample Duplicates
- Shipping of containers, coolers, COCs, custody seals, labels, Trip Blanks to the job site.
- Sample Disposal

Standard Pricing notes:

- MS/MSD samples requested on the COC or containing clients special spikes are billable
- Field QC samples (trip blank, rinse blank, sample dup, etc.) are billable
- Chromatograms/Raw Data or special reporting included only in level IV DVP upgrade
- Special (non-standard) analytes typically require separate extractions and analysis and may affect pricing
- "Dry-weight" reporting requires moisture analysis

Pesticides, Herbicides, & PCBs

Pesticides & PCBs

Organochlorine (OCL) Pesticides: EPA 8081, 608		\$120
Method 508 or CLP List		\$140
Low-Level	additional	\$10
Add PCBs: EPA 8082	additional	\$20
Non-standard analytes		call for quote
Pyrethroids, Synthetic: EPA 8081		\$140
PCBs/Aroclors: EPA 8082, 508 (soil, water, oil, or wipe)		\$85
PCB Congeners (18): EPA 8082		\$250
Non-standard analytes		call for quote
Organophosphorus (OP) Pesticides: EPA 8141		\$150
Low-Level	additional	\$10
Add Triazine (507/619) analytes	additional	\$20
Non-standard analytes		call for quote
Carbamate Pesticides: EPA 8321		\$225
Short List (2 analytes max)		\$190
Universal Treatment System List		\$400
632 List by EPA 8321		\$225
Non-standard analytes		call for quote

Herbicides

Chlorinated Herbicides: EPA 8151, 515.1, 615	\$190
Triclopyr or Clopyralid: EPA 8151	\$200
Organonitrogen (Triazine) Herbicides: EPA 619	\$150
Organonitrogen (Triazine) Herbicides & OP Pesticides: EPA 507	\$150
Atrazine, Simazine: EPA 507	\$150

Pesticide/Herbicide Special (non-standard) Analytes: call for quote

Standard Analyte Lists

OCL Pesticides 8081: a-BHC, b-BHC, g-BHC (Lindane), d-BHC, Heptachlor, Aldrin, Heptachlor epoxide, g-Chlordane, Endosulfan I, a-Chlordane, 4,4'-DDE, Dieldrin, Endrin, Endosulfan II, 4,4'-TDE/DDD, Endrin aldehyde, 4,4'-DDT, Endosulfan sulfate, Endrin ketone, Methoxychlor, Toxaphene **PCBs 8082:** PCB-1216, PCB-1232, PCB-1242, PCB-1248, PCB-1254, PCB-1260

OP Pesticides 8141: Dichlorvos, Naled, Mevinphos, Trifluralin, Ethoprop, Phorate, Demeton (Total), Diazinon, Disulfoton, Dimethoate, Ronnel, Parathion (methyl-), Malathion, Trichloronate, Chlorpyrifos (Dursban), Parathion (ethyl-), Fenthion, Prowl (Pendimethalin), Merphos, Def, Tokuthion, Stirophos, Ethion, Bolstar, Fensulfothion, EPN, Azinphosmethyl, Coumaphos, Sulfotep

Carbamates 8321: Aldicarb, Aldicarb sulfone, Aldicarb sulfoxide, Carbaryl, Carbofuran, 3-Hydroxycarbofuran, Methomyl, Methiocarb, Oxamyl, Diuron, Propoxur

Carbamate Pesticides – Urea: Aminocarb, Aldicarb, Barban, Benomyl (Carbendazim), Bromacil, Carbaryl, Carbofuran, Chloroprotham, Chloroxuron, Diuron, Fenuron, Fluometuron, Linuron, Methomyl, Methiocarb, Mexacarbate, Monuron, Neburon, Oxamyl, Propachlor, Protham, Propoxur, Siduron, Tebuthiuron.

Herbicides 8151: 2,4,5-T, 2,4,5-TP, 2,4-D, 2,4-DB, Dalapon, Dicamba, Dichlorprop (2,4-DP), Dinoseb (DNBP), MCPA, MCPP

Triazine Herbicides 619: Prometon, Atraton, Propazine, Atrazine, Simazine, Terbutylazine, Prometryn, Ametryn, Simetryn, Terbutryn, Cyanazine

Triazine Herbicides/OP Pesticides 507: Alachlor, Atrazine, Bromacil, Butachlor, Demeton (Total), Diazinon, Dimethoate, Disulfoton, Metolachlor, Metribuzin, Mevinphos, Molinate, Prometon, Prometryn, Pronamide, Simazine, Simetryn, Terbutryn, Thiobencarb

SEMI-VOLATILE ORGANICS

Semivolatile Organic Compounds by GC/MS: EPA 8270, 525.2, 625, CLP

Semivolatile Organic Compounds	\$175
Acid Extractables (Phenols) only	\$125
Base-Neutral Extractables only	\$125
Individual Analyte	\$125
Add Tentatively Identified Compounds (TICs)	\$30 additional
Non-standard analytes	call for quote
1,4-Dioxane	\$125
Pentachlorophenol (PCP)	\$125
Polynuclear Aromatic Hydrocarbons (PNA, PAH)	\$125

Fumigants (EDB, DBCP, 1,2,3-TCP)

Fumigants: EPA 504.1, 8011	\$90
Fumigants by DOHS (waters only, 0.01 ug/L)	\$95
DBCP in soil (proprietary method)	\$95

Dioxins and Dibenzofurans

2,3,7,8-TCDD: EPA 8290	\$580
TCDD & TCDF: EPA 8290	\$580
Dioxins & Dibenzofurans: EPA 8290	\$670

PCB Congeners 1668A (expect a longer TAT)

PCB Congeners (28 compound list)	\$875
PCB Congeners (209 compound list) Call for availability	\$1300

HPLC

Explosives: EPA 8330	\$120
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Incremental Samples

Explosives: EPA 8330B Soil Preparation (1 Kg maximum soil volume)	\$150
Solid Reference Material (PE sample)	call for quote
**Lab triplicates are considered billable samples	

Total Petroleum Hydrocarbons - Extractable

TPH - Diesel Range Organics (DRO): EPA 8015	\$50
TPH - Diesel & Motor Oil Range Organics: EPA 8015	\$70

Special TPH analysis are available, please call with details of project for a quote. Call for scheduling of state methods.

Cleanups

EPA 3630C Mod. Silica Gel Cleanup	\$25
EPA 3640A Gel-Permeation Cleanup (GPC)	\$50
EPA 3660B Sulfur Cleanup (copper cleanup)	\$10
EPA 3665A Acid Cleanup (for PCBs)	\$15
EPA 3620B Florisil Cleanup	\$20

Other

MITC in water: EPA 131	\$95
MITC in soil: EPA 131	\$125
Tributyl Tin by GC/MS (APPL SOP, water samples only)	\$225
Sulfolane (APPL SOP)	\$130

VOLATILE ORGANICS

Volatiles Organic Compounds by GC/MS: EPA 8260, 624, 524.2, CLP

Volatile Organic Compounds by GC/MS		\$95
Drinking Water List: EPA 524.2		\$125
Total Trihalomethanes EPA 524.2		\$125
Halogenated & Aromatic Volatiles		\$125
MTBE and/or BTEX		\$85
BTEX and Oxygenates		\$95
Oxygenates Only (MtBE, tBA, DIPE, EtBE, tAME, 1,2-DCA, 2-EDB)		\$95
Individual Analyte		\$85
Add Tentatively Identified Compounds (TICs)	additional	\$30
Add Ketones (Acetone, MEK, 2-Hexanone, MIBK)	additional	\$15
Add Oxygenates	additional	\$15
1,2,3-TCP in water Low-Level EPA 8260 (0.005 ug/L)		\$135

Total Petroleum Hydrocarbons -Purgeable

TPH - Gasoline Range Organics (GRO): EPA 8015 (GC-FID)	\$50
TPH - Gasoline Range Organics (GRO): EPA 8260 (GC-MS)	\$50

Special TPH analysis are available, please call with details of project for a quote. Call for scheduling of state methods.

Other

Encore Samplers: EPA 5035 (3/sample)	\$30/sample	\$35/sample 6/16/16 SD
Terracore Samplers for EPA5035 (1/sample)	\$5 /sample	
TCLP ZHE Extraction: EPA 1311 (for volatile leaching)	\$100	
Dissolved Gasses (Methane, Ethane, & Ethene): RSK 175 Mod.	\$75	
Dissolved Gasses (Methane only): RSK 175 Mod.	\$65	

METALS

Metals by EPA 200.7/6010 (ICP) or EPA 200.8/6020 (ICP/MS) or CLP

20+ Metals \$135	◆	15-19 Metals \$125	◆	10-14 Metals \$115
6-9 Metals \$95	◆	2-5 Metals \$25/first + \$10/add	◆	1 Metal \$25

Metals Scans

TAL metals (23)	\$135
Al, Sb, As, Ba, Be, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Hg, Ni, K, Se, Ag, Na, Tl, V, Zn	
CAM 17 (Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn)	\$135
Priority Pollutants (Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn)	\$125
RCRA 8 (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	\$95
LUFT Metals (Cd, Cr, Pb, Ni, Zn)	\$65
Minerals/Cation Scan (Ca, Mg, K, Na)	\$55

Cold Vapor Atomic Absorption (CVAA)

Mercury: EPA 7470/7471, EPA 245.1	\$35
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Hexavalent Chromium (Wet Lab)

Chrom VI: EPA 7196 (20 µg/L, 24-hour hold time)	\$40
Chrom VI, Low Level (IC): EPA 7199, EPA 218.6 (0.5 µg/L, 24-hour hold time)	\$100
Alkaline Digestion of Soils: EPA 3060A	\$40

Leachate Extractions (in order of leaching strength)

TCLP: EPA 1311	\$50
SPLP: EPA 1312	\$50
STLC: Cal WET (Citric Acid)	\$50
STLC: Cal WET (DI Water)	\$50

Other (calculations require additional analyses)

Hardness Calculation (requires analysis of Ca and Mg for Total Hardness)	\$20
Sodium Absorption Ratio Calculation (water)	\$10
Nitrogen, Phosphorus, Potassium (NPK): EPA 6010B & 353.2	\$75
Cation/Anion Balance Calculation (requires additional metals scan and anion scan)	\$15
Lab Filtering (0.45 micron dissolved metals)	\$10

Inorganic Chemistry (Wet Lab)

DI Water Extraction for Wet Methods in Soil \$10

Alkalinity, Acidity, and pH

Total Alkalinity (as CaCO₃): SM 2320B \$30
 Alkalinity (HCO₃, CO₃, OH) SM 2320B \$30
 pH/Corrosivity in water: 9040B, SM4500H+B \$10
 pH/Corrosivity in soil: EPA 9045D \$15

Physical Properties

General Physical Suite \$45
 Color: SM 2120B \$15
 Odor: SM 2150B \$15
 Turbidity: EPA 180.1, SM2130B \$15
 Specific Electrical Conductance in water: EPA 120.1, SM2510B \$15
 Specific Electrical Conductance in soil: SM2510B \$20
 Specific Gravity (Relative Density) in soil: ASTM D854-06, ASTM1429-03 \$20
 Salinity: SM 2520B \$15
 Moisture Content ("dry-weight" reporting): CLP4.0 \$10

General Mineral

Alkalinity, bicarbonate, carbonate, hydroxide, TDS, pH, EC, hardness, sulfate chloride, calcium, iron, magnesium, manganese, potassium, and sodium \$165

MBAS/Surfactants: SM5540C (48-hour hold time) \$50

Anions by IC: EPA 300/9056 (soil requires DI extraction)

Bromide, Chloride, Fluoride, Nitrate-N, Nitrite-N, Orthophosphate-P, Phosphate-P, Sulfate

1 Anion \$25, \$5 for each additional anion

Phosphorus (soil requires DI extraction)

Orthophosphate-P: EPA 300, SM4500PE \$30
 Phosphorus, Total: EPA 300, EPA 6010B, SM4500PE \$30
 Nitrogen, Phosphorus, Potassium (NPK): EPA 6010B & 353.2 \$75

Cyanide

Cyanide, Total 9010C/9014, SM4500CNE \$45
 Cyanide, Dissolved SM 4500CNE \$45
 Cyanide, Amenable SM4500CNG \$45
 Cyanide, Weak Acid Dissociable (free) SM 4500CNI, EPA 9010C/9014 \$55
 Cyanide, Reactive analyzed as Total Cyanide, where approved \$45

Solids/Residues

Solids, Total Dissolved (filterable) (TDS): SM2540C \$20
 Solids, Total Suspended (non-filterable) (TSS): SM2540D \$20
 Solids, Total (TS): SM2540B \$20
 Solids, Settleable: SM2540F \$20

Nitrogen (soil requires DI extraction)

Ammonia, Total (as N): EPA 350.1	\$35
Ammonia, Free (NH3): EPA 350.1	\$35
Nitrate-Nitrite as N (TOXN): EPA 300.0, EPA 353.2, EPA9056A	\$30
Nitrite as N: EPA 300.0, EPA 353.2, EPA9056A	\$25
Nitrate as N: EPA 300.0, EPA 353.2, EPA9056A	\$25
Nitrite: EPA 300.0, EPA 353.2, EPA9056A	\$25
Nitrate: EPA 300.0, EPA 353.2, EPA9056A	\$25
Nitrogen, Total Oxidizable (TOX-N): EPA 353.2	\$30
Nitrogen, Total Organic (TON) (TON= TKN - Ammonia-N): SM 4500-N	\$60
Nitrogen, Total Inorganic (TIN): SM 4500-N	\$60
Nitrogen, Total (Kjeldahl Method) (TKN): EPA 351.2	\$35
Nitrogen, Total (TN) (TN=TOXN + TKN): SM 4500-N	\$60

Total Recoverable Petroleum Hydrocarbons and Oil & Grease

TRPH: SM 5520BF	\$50
Oil & Grease: EPA 1664A	\$60

Perchlorate

Perchlorate by LCMS: EPA 6850	\$155
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Organic Carbon

Total Organic Carbon in soil (TOC): Walkley-Black modified	\$55
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Other Inorganics

Ferrous Iron SM 3500FeBc	<i>soil requires DI extraction</i>	\$30
Silica (SiO2): SM4500-SiD	<i>soil requires DI extraction</i>	\$25
Sulfide, Total: SM4500S 2F	<i>soil requires DI extraction</i>	\$45
Sulfite: EPA 377.1	<i>soil requires DI extraction</i>	\$40
Lab Filtering (0.45 micron)		\$10



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	Aqueous	Solid	Oil	Air
GENERAL CHEMISTRY				
Alkalinity (SM 2320B/EPA 310.1)	\$ 15.00	\$ 15.00	\$ 15.00	No Bid
Hardness EPA 6010B	\$ 14.00	\$ 14.00	\$ 14.00	No Bid
PH EPA 9040	\$ 7.00	\$ 7.00	\$ 7.00	No Bid
Ferrous Iron SM 3500D	\$ 15.00	\$ 15.00	\$ 15.00	No Bid
Chloride (EPA 300/SW-846 9056)	\$ 7.00	\$ 7.00	\$ 7.00	No Bid
COD (EPA 410) [Chemical Oxygen Demand]	\$ 17.00	\$ 17.00	\$ 17.00	No Bid
Cyanide, Total (SM 4500 CN H/EPA 335.4/SW-846 9010/9012) 335.2	\$ 18.00	\$ 18.00	\$ 18.00	No Bid
Flashpoint (ASTM D 93/40 CFR 261.21) SW-845 1010/1020	No Bid	No Bid	No Bid	No Bid
Fluoride (EPA 300/SW-846 9056)	\$ 7.00	\$ 7.00	\$ 7.00	No Bid
Hexavalent Chromium (EPA 218.6/SW-846 3060/7199)	\$ 18.00	\$ 40.00	\$ 40.00	No Bid
Hexavalent Chromium (EPA 218.6/SW-846 3060/7199) New Jersey Specific	\$ 20.00	\$ 40.00	\$ 40.00	No Bid
Hexavalent Chromium (SW-846 7196)	\$ 15.00	No Bid	No Bid	No Bid
Hexavalent Chromium (SW-846 7196) New Jersey Specific	No Bid	No Bid	No Bid	No Bid
BOD EPA 405.1	\$ 20.00	\$ 20.00	\$ 20.00	No Bid
MBAS EPA 425.2	\$ 20.00	\$ 20.00	\$ 20.00	No Bid
Perchlorate EPA 314.0	\$ 25.00	\$ 25.00	\$ 25.00	No Bid
Turbidity EPA 180.1	\$ 9.00	\$ 9.00	\$ 9.00	No Bid
Total Suspended Solids (TSS) SM 2540D	\$ 9.00	\$ 9.00	\$ 9.00	No Bid
Total Dissolved Solids (TDS) SM2540C	\$ 9.00	\$ 9.00	\$ 9.00	No Bid
Specific Conductance (EPA 120.1)	\$ 8.00	\$ 8.00	\$ 8.00	No Bid
Settleable Solids (SS) EPA 160.5	\$ 10.00	\$ 10.00	\$ 10.00	No Bid
Hydrogen Sulfide (H2S)	\$ 18.00	\$ 18.00	\$ 18.00	No Bid
Nitrate (EPA 300/SW-846 9056)	\$ 7.00	\$ 7.00	\$ 7.00	No Bid
Nitrite (EPA 300/SW-846 9056)	\$ 7.00	\$ 7.00	\$ 7.00	No Bid
Nitrogen, Ammonia (SM 4500NH3B+D/SM 4500NH3B+C/SM 4500NH3G/EPA 350.3)	\$ 18.00	\$ 18.00	\$ 18.00	No Bid
Oil and Grease - Total (EPA 413.1/SW-846 9070/EPA 1664)	\$ 25.00	\$ 25.00	\$ 25.00	No Bid
Phosphorus, ortho (EPA 300/SW-846 9056)	\$ 12.00	\$ 12.00	\$ 12.00	No Bid
Redox Potential (ASTM D-1498)	\$ 15.00	\$ 15.00	\$ 15.00	No Bid
Residue - Filterable (TDS) (SM 2540C)	\$ 9.00	\$ 9.00	\$ 9.00	No Bid
Residue - Nonfilterable (TSS) (SM 2540D)	\$ 9.00	\$ 9.00	\$ 9.00	No Bid
Percent Moisture/Dry Weight EPA SW-846	\$ 5.00	\$ 5.00	\$ 5.00	No Bid
RCI (reactivity, corrosivity, and ignitability)	No Bid	No Bid	No Bid	No Bid
Anion Individual (EPA 300.0)	\$ 7.00	\$ 7.00	\$ 7.00	No Bid
Anion Scan (Br,Cl, F, NO3, NO2,SO4) EPA 300.0 (\$7.00 EACH)	\$ 42.00	\$ 42.00	\$ 42.00	No Bid
Sulfate (EPA 300)	\$ 7.00	\$ 7.00	\$ 7.00	No Bid
Sulfide (SM 4500S2D+F/EPA 376/SW-846 9030/ SW-846 9034)	\$ 18.00	\$ 18.00	\$ 18.00	No Bid

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Total Organic Carbon (TOC) (SM 5310B+C/SW-846 9060) 415.1	\$ 18.00	\$ 18.00	\$ 18.00	No Bid	****
Total organic Carbon Soil (TOC) Lloyd Kahn	No Bid	No Bid	No Bid	No Bid	
Ammonia SM 4500	\$ 17.00	\$ 17.00	\$ 17.00	No Bid	
Total Phenolics (EPA 420.4/SW-846 9065/9066/9067)	\$ 16.00	\$ 16.00	\$ 16.00	No Bid	
E.Coli (SM9223B MPN) Pacific Northwest & Alaska	No Bid	No Bid	No Bid	No Bid	
Total Coliforms (SM9223B MPN) Pacific Northwest & Alaska	No Bid	No Bid	No Bid	No Bid	
Silica (SM4500Si-F) Pacific Northwest & Alaska	No Bid	No Bid	No Bid	No Bid	
Phosphorus, ortho (SM4500P-E) Pacific Northwest & Alaska	No Bid	No Bid	No Bid	No Bid	
Nitrogen, Total Kjeldahl (EPA 351.2) Pacific Northwest & Alaska	No Bid	No Bid	No Bid	No Bid	
METALS					
Individual Metals by ICP (digestion included) EPA 200.7/6010	\$ 6.00	\$ 6.00	\$ 6.00	No Bid	
Metals by ICP (up to 4 metals) EPA 200.7/6010 (\$6.00 each)	\$ 24.00	\$ 24.00	\$ 24.00	No Bid	
Luft heavy metals by ICP (5 metals) EPA 200.7/6010 (\$6.00 each)	\$ 30.00	\$ 30.00	\$ 30.00	No Bid	
RCRA 8 Metals by ICP (8 metals) EPA 200.7/6010 (\$6.00 each)	\$ 48.00	\$ 48.00	\$ 48.00	No Bid	
Priority Pollutents by ICP (13 metals) EPA 200.7/6010 (\$6.00 each)	\$ 78.00	\$ 78.00	\$ 78.00	No Bid	
Title 22 (CAM 17 Metals) by ICP EPA 200.7/6010	\$ 90.00	\$ 90.00	\$ 90.00	No Bid	
TAL or PPL Metals by ICP Only (EPA 200.7/SW-846 6010)	\$ 90.00	\$ 90.00	\$ 90.00	No Bid	
Dissolved Ferrous Iron (SM 3500)	\$ 15.00	\$ 15.00	\$ 15.00	No Bid	
Individual Metals by ICP/MS (digestion included) EPA 200.8/6020	\$ 6.00	\$ 6.00	\$ 6.00	No Bid	
Metals by ICP/MS (up to 4 metals) (EPA 200.8/SW-846 6020) (\$6.00 each)	\$ 24.00	\$ 24.00	\$ 24.00	No Bid	
Luft heavy metals by ICP/MS (5 metals) EPA 200.7/6010 (\$6.00 each)	\$ 30.00	\$ 30.00	\$ 30.00	No Bid	
RCRA 8 Metals by ICP/MS (8 metals) (EPA 200.8/SW-846 6020) (\$6.00 each)	\$ 48.00	\$ 48.00	\$ 48.00	No Bid	
Priority Pollutents Metals by ICP/MS (13 metals) (EPA 200.8/SW-846 6020) (\$6.00 each)	\$ 78.00	\$ 78.00	\$ 78.00	No Bid	
Title 22 (CAM 17 Metals) by ICP/MS EPA 200.8/6020	\$ 90.00	\$ 90.00	\$ 90.00	No Bid	
Mercury (cold vapor) EPA 7470/7471	\$ 12.00	\$ 12.00	\$ 12.00	No Bid	
TCLP	\$ 25.00	\$ 25.00	\$ 25.00	No Bid	
STLC	\$ 25.00	\$ 25.00	\$ 25.00	No Bid	
STLC DI Water leach	\$ 25.00	\$ 25.00	\$ 25.00	No Bid	
CAM W.E.T	\$ 25.00	\$ 25.00	\$ 25.00	No Bid	
Mercury, Low Level (EPA 245.7 / EPA 1631E)	No Bid	No Bid	No Bid	No Bid	
Mercury, Ultra Low Level (EPA 1631E + gold trap)	No Bid	No Bid	No Bid	No Bid	
** Need to specify \$60/initial run and \$45 for all reruns due to MS/MSD failure - specific NJ requirement					
*** Suggest adding QAM/EPH method for NJ at \$58/175 respectively					

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	Aqueous	Solid	Oil	Air
TAL or PPL Metals by ICP/MS Only (EPA 200.8/SW-846 6020)	\$ 90.00	\$ 90.00	\$ 90.00	No Bid
STLC Extraction	\$ 25.00	\$ 25.00	\$ 25.00	No Bid
VOLATILE ORGANIC COMPOUNDS				
TPH as GRO by 8015	\$ 25.00	\$ 25.00	\$ 25.00	\$ 40.00
TPH as GRO by LUFT GC/MS	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
BTEX + MTBE (EPA 624/SW-846 8260)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
TPH GRO/BTEX/MTBE EPA 624/8260	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
BTEX + MTBE + Naphthalene (EPA 624/SW-846 8260)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Fuel Oxygentes (5)/Lead scavengers	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
BTEX & Up to 5 oxygenates/alcohols (SW-846 8260)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
BTEX & Up to 7 oxygenates/alcohols (SW-846 8260)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
BTEX/OXY/GAS + Lead Scavengers + ETOH (SW-846 8260 & 8015)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
BTEX + GRO + up to 7 Oxygenates (SW-846 8260 & 8015)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
TPH GRO/BTEX, 5 oxygentes, DCA & EDB	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Halogenated Volatile Organics (SW-846 8260 - 8021 list)	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Volatile Organic Compound List (VOC) standard list (8260)	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Volatile Organic Compounds (VOC) + GRO	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Volatile Organic Compounds (VOC) + GRO+ Fuel Oxy	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Volatile Organic Compounds (EPA 624)	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Volatile Organic Compounds - Low Level (EPA 524.2)	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Volatile Organic Compounds + up to 7 Oxygenates (SW-846 8260) [full list 8260]	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Alcohols (methanol, ethanol, isopropanol) EPA 8015	\$ 50.00	\$ 50.00	\$ 50.00	\$ 100.00
Methanol only (SW-846 8015)	\$ 40.00	\$ 40.00	\$ 40.00	No Bid
LL ETOH (EPA 524.2 SIM)	No Bid	No Bid	No Bid	No Bid
Alaska Specific - Gasoline Range Organics (AK-101)	No Bid	No Bid	No Bid	No Bid
Oregon/Washington - NWTPH-Gx	No Bid	No Bid	No Bid	No Bid
Washington/Oregon/Alaska - NWTPH-VPH	No Bid	No Bid	No Bid	No Bid
Oregon Specific - RBCA Volatiles (SW-846 8260)	No Bid	No Bid	No Bid	No Bid
Halogenated Volatile Organics (SW-846 8260 - 8010 compound list)	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
SEMI-VOLATILE COMPOUNDS				
TPH DRO	\$ 35.00	\$ 35.00	\$ 35.00	No Bid
TPH DRO and motor-oil (TEPH)	\$ 45.00	\$ 45.00	\$ 45.00	No Bid
TPH other extractable hydrocarbons (TEPH)	\$ 45.00	\$ 45.00	\$ 45.00	No Bid
DRO/ORO-C8C24/C25C40 (SW-846 8015) MORO	\$ 45.00	\$ 45.00	\$ 45.00	No Bid
Organic Diesel Range (DRO) (SW-846 8015)	\$ 35.00	\$ 35.00	\$ 35.00	No Bid
Organic Gasoline Range (GRO) (SW-846 8015)	\$ 25.00	\$ 25.00	\$ 25.00	No Bid
Stoddard (SW-846 8015)	\$ 45.00	\$ 45.00	\$ 45.00	No Bid
PCBs (EPA 608/SW-846 8082)	\$ 55.00	\$ 55.00	\$ 55.00	No Bid
Semivolatile organic compounds (SVOC) EPA 8270 C	\$ 100.00	\$ 100.00	\$ 100.00	No Bid
Polynuclear Aromatic Hydrocarbons (PAH/PNA SIM) EPA 8270 SIM	\$ 100.00	\$ 100.00	\$ 100.00	No Bid
Polynuclear Aromatics (SW-846 8310)	\$ 100.00	\$ 100.00	\$ 100.00	No Bid

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Polynuclear Aromatics (EPA 625/SW-846 8270)	\$ 100.00	\$ 100.00	\$ 100.00	No Bid
Phenols EPA 8270C	\$ 100.00	\$ 100.00	\$ 100.00	No Bid
1,4 Dioxane/NDMA EPA 8270 SIM	\$ 110.00	\$ 110.00	\$ 110.00	No Bid
Dissolved Methane (RSK 175)	\$ 45.00	\$ 45.00	\$ 45.00	No Bid
TCL Pesticides (EPA 608/SW-846 8081)	\$ 60.00	\$ 60.00	\$ 60.00	No Bid
PPL Semivolatiles (Base/Neutral and Acid Extractables) (EPA 625/SW-846 8270)	\$ 100.00	\$ 100.00	\$ 100.00	No Bid
PPL Semivolatiles (Base/Neutral and Acid Extractables) New Jersey Specific ** If NJGWQC needed, SIM will be needed at additional	No Bid	No Bid	No Bid	No Bid
TCL Semivolatiles (Base/Neutral and Acid Extractables) (EPA 625/SW-846 8270)	\$ 100.00	\$ 101.00	\$ 102.00	No Bid
TCL Semivolatiles (Base/Neutral and Acid Extractables) New Jersey Specific If NJGWQC needed, SIM will be needed at additional	No Bid	No Bid	No Bid	No Bid
Organophosphorus Pesticides (SW-846 8141)	\$ 70.00	\$ 70.00	\$ 70.00	No Bid
Organochlorine Herbicides (SW-846 8151)	\$ 70.00	\$ 70.00	\$ 70.00	No Bid
Polynuclear Aromatics (SW-846 8270-SIM)	\$ 110.00	\$ 110.00	\$ 110.00	No Bid
Oregon-Specific - Phthalates (SW-846 8270-SIM)	No Bid	No Bid	No Bid	No Bid
Alaska Specific - Diesel Range Organics (AK-102)	No Bid	No Bid	No Bid	No Bid
Alaska Specific - Residual Range Organics (AK-103)	No Bid	No Bid	No Bid	No Bid
Alaska Specific - Diesel & Residual Range Organics (AK-102/103)	No Bid	No Bid	No Bid	No Bid
Oregon/Washington - NWTPH-HCID	No Bid	No Bid	No Bid	No Bid
Oregon/Washington - NWTPH-Dx	No Bid	No Bid	No Bid	No Bid
Washington - NWTPH-EPH	No Bid	No Bid	No Bid	No Bid
Portland Harbor JSC - Pesticides (SW-846 8081A Modified, w/ GPC cleanup as needed)	No Bid	No Bid	No Bid	No Bid
Oregon/Washington/Alaska Portland Harbor JSC - PCB (SW-846 8082 Modified, w/GPC cleanup as needed)	No Bid	No Bid	No Bid	No Bid
Portland Harbor JSC - Herbicides (SW-846 8151 Mod, w/ GPC cleanup as needed)	No Bid	No Bid	No Bid	No Bid
Portland Harbor JSC - Polynuclear Aromatics (SW-846 8270-SIM, w/ GPC cleanup as needed)	No Bid	No Bid	No Bid	No Bid
Portland Harbor JSC - Phthalates (SW-846 8270-SIM, w/ GPC cleanup as needed)	No Bid	No Bid	No Bid	No Bid
TPH Diesel & Oil Ranges (NWTPH-Dx) Washington & Oregon	No Bid	No Bid	No Bid	No Bid
NJ QAM	No Bid	No Bid	No Bid	No Bid
8270 SIM - Required to Meet NJ Groundwater Quality Criteria	No Bid	No Bid	No Bid	No Bid
OTHER				
Dissolved Methane (RSK 175)	\$ 45.00	No Bid	No Bid	\$ 45.00
Method 3810 as an option to RSK New Jersey Specific	No Bid	No Bid	No Bid	No Bid
Carbon Dioxide (CO2) (RSK 175)	No Bid	No Bid	No Bid	No Bid
Coliform Bacteria, presence/absence (drinking water) SM 9223B	\$ 12.00	\$ 12.00	\$ 12.00	No Bid
Coliform Bacteria, quantified, plus fecal coliform SM 9221E	\$ 18.00	\$ 18.00	\$ 18.00	No Bid
Compositing Fee (per container)	\$ 5.00	\$ 5.00	\$ 5.00	No Bid
Individual encore	No Bid	\$ 8.00	No Bid	No Bid
Terra Core kit per sample	No Bid	\$ 8.00	No Bid	No Bid
Encore soil container processing fee	Included	Included	Included	Included
Disposal fee. Applies if over half of containers on hold. Price per container	Included	Included	Included	Included
Extract and hold sample, with no analysis	\$ 10.00	\$ 10.00	\$ 10.00	No Bid
Crushing & Homogenizing sample	\$ 5.00	\$ 5.00	\$ 5.00	No Bid
Filtration In Lab	Included	Included	Included	No Bid
Silica Gel Cleanup	\$ 15.00	\$ 15.00	\$ 15.00	No Bid

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[illegible]



Fee Schedule

FEES FOR PROFESSIONAL SERVICES HOURLY RATE SCHEDULE (A)		
CLASSIFICATION	RATE*	OVERTIME/ NIGHTWORK
SURVEYING		
3-Man Survey Crew	\$ 290.00 Per Hour	\$ 395.00 Per Hour
2-Man Survey Crew	\$ 215.00 Per Hour	\$ 295.00 Per Hour
1-Man Survey Crew	\$ 155.00 Per Hour	\$ 194.00 Per Hour
OFFICE SURPPORT		
Licensed Surveyor	\$ 160.00 Per Hour	\$ 160.00 Per Hour
Project Manager	\$ 130.00 Per Hour	\$ 150.00 Per Hour
Project Surveyor	\$ 125.00 Per Hour	\$ 145.00 Per Hour
CADD Operator	\$ 115.00 Per Hour	\$ 135.00 Per Hour
Clerical	\$ 70.00 Per Hour	\$ 82.00 Per Hour
MISCELLANEOUS		
Outside Services	Actual Cost	n/a
Per Diem	Actual Cost	n/a
Mobilization	n/a	n/a

* 3% annual rate increase

It is understood and agreed that the aforementioned rates and charges include all normal equipment and materials used in connection with the production of the required professional services. ESP Surveying, Inc. will furnish monthly billings for all services rendered and supplies furnished in accordance with the above compensation provisions. **Invoice payment upon receipt due Net 30.**

IWM, Inc.

Integrated Wastestream Management, Inc.
1945 Concourse Drive
San Jose, CA 95131-1708
Phone: 408.433.1990 Fax: 408.433.9521

**PRICE LIST
FOR
CITY OF FRESNO
(Valid 11/23/16 thru End of Project Contract)**

Drum Transportation & Disposal		
Item Description	Unit Price	Unit
Profile/Management Fee (Non-Hazardous)	\$75.00	Per Matrix
Profile/Management Fee (Hazardous)	\$100.00	Per Matrix
Load/Transport with Operator	\$85.00	Per Hour
Non-Hazardous Soil Disposal (Class III)	\$135.00	Per Drum
Non-Hazardous Soil Disposal (Class II)	\$150.00	Per Drum
Non-Hazardous Water Disposal (<2% Solids)	\$125.00	Per Drum
Non-Hazardous Water Disposal (>2% Solids)	\$135.00	Per Drum
CAL Hazardous Soil or Water Disposal*	\$250.00	Per Drum

**Additional Facility/Fuel Surcharge Fee Apply*

Bulk Transportation & Disposal		
Item Description	Unit Price	Unit
Profile/Management Fee (Non-Hazardous Soil)	\$75.00	Per Matrix
Profile/Management Fee (Hazardous Soil)	\$100.00	Per Matrix
End-Dump with Operator	\$135.00	Per Hour
Disposal of Non-Hazardous Soil (Class III)	\$40.00	Per Ton
Disposal of Non-Hazardous Soil (Class II)	\$55.00	Per Ton
Disposal of CAL Hazardous Soil*	\$150.00	Per Ton
Profile/Management Fee (Non-Hazardous Water)	\$75.00	Per Matrix
Profile/Management Fee (Hazardous Water)	\$100.00	Per Matrix
5.5K Tanker Truck with Operator	\$135.00	Per Hour
Disposal of Non-Hazardous Water (<2% Solids)	\$0.60	Per Gallon
Disposal of Non-Hazardous Tank Rinsate Water (>2% Solids)	\$1.00	Per Gallon
3K Vacuum Truck with Operator	\$150.00	Per Hour
Disposal of CAL Hazardous Water*	\$90.00	Per Gallon

**Additional Facility/Fuel Surcharge Fee Apply*

Daily Rate Bid Sheet - 2016

SCOPE OF WORK - Day Rate with Adders		National Exploration Wells Pumps	
Daily Rig Rate* and 1/2 Day Rates (Full Day is considered 10 hours onsite and 1/2 day is considered 5 hours on site)		Unit	Price
	Hollow Stem Auger	Full Day	\$ 2,300.00
	Hollow Stem Auger	1/2 Day	\$ 1,850.00
	Geoprobe	Full Day	\$ 1,850.00
	Geoprobe	1/2 Day	\$ 1,400.00
	Well Development Rig	Full Day	\$ 1,650.00
	Well Development Rig	1/2 Day	\$ 1,200.00
	Sonic	Full Day	\$ 4,500.00
	Sonic	1/2 Day	\$ 4,000.00
	Air Knife/Air Vac	Full Day	\$ 1,850.00
	Air Knife/Air Vac	1/2 Day	\$ 1,400.00
	Air Rotary	Full Day	\$ 5,000.00
	Air Rotary	1/2 Day	\$ 4,500.00
	Limited Access Hollow Stem Auger	Full Day	\$ 2,500.00
	Limited Access Hollow Stem Auger	1/2 Day	\$ 2,050.00
	Limited Access Sonic	Full Day	\$ 4,500.00
	Limited Access Sonic	1/2 Day	\$ 4,000.00
Adders To Day Rates Above			
Mobilization / Demobilization – Drilling Rig (greater than 75 miles radius)		Per mile	\$ 5.00
Mobilization / Demobilization – Geoprobe, air knife, and well development rig (greater than 75 mile radiu		Per mile	\$ 5.00
Per Diem (1 man crew) (greater than 75 miles from base		Per day	\$ 125.00
Per Diem (2 man crew) (greater than 75 miles from base		Per day	\$ 250.00
Per Diem (3 man crew) (greater than 75 miles from base		Per day	\$ 375.00
Hydropunch Tooling		Per day	\$ 150.00
Simulprobe Tooling		Per day	\$ 250.00
2" PVC (sch 40) well construction materials (casing, screen, grout, bentonite, sand, well box, asphalt, ec		Per foot	\$ 21.00
4" PVC (sch 40) well construction materials (casing, screen, grout, bentonite, sand, well box, asphalt, ec		Per foot	\$ 26.00
2" PVC (sch 80) well construction materials (casing, screen, grout, bentonite, sand, well box, asphalt, ec		Per foot	\$ 25.00
4" PVC (sch 80) well construction materials (casing, screen, grout, bentonite, sand, well box, asphalt, ec		Per foot	\$ 30.00
DOT 17H 55 Gallon Drum		Each	\$ 50.00
Traffic Control (note: basic work zone delineation is <u>included</u> in field day price)		Per day	\$ 1,100.00
Concrete Core (< 10" diameter		Per location	\$ 85.00
Concrete Core (> 10" diameter		Per location	\$ 165.00
Concrete Cut (up to 3'x3'x6"		Per location	\$ 165.00
Level C Personal Protective Equipment (PPE		Per day	\$ 225.00
Forklift (incl in some of the day rates		Per day	\$ 350.00
Front End Loader (incl in some of the day rates		Per day	\$ 350.00
Well Box Replacement (12" diameter Emco Wheaton)***		Per well	\$ 350.00
Auxiliary Air Compressor (incl in some of the day rates		Per day	\$ 375.00
Light Tower		Per day	\$ 350.00
TR-30 Coated/Time Release Bentonite Pellet		Per bucket	\$ 95.00
Visqueen Sheeting		Per roll	\$ 145.00
Clean Sand Backfill (air-vac/knife holes		Per bag	\$ 8.00
Asphalt Cold Patch (air-vac/knife holes		Perbag	\$ 8.00
Abandonment Material (2" diameter hole - cement, bentonite		Per foot	\$ 3.00
Abandonment Material (4" diameter hole - cement, bentonite		Per foot	\$ 4.00
Abandonment Material (8" diameter hole - cement, bentonite		Per foot	\$ 6.00
Abandonment Material (10" diameter hole - cement, bentonite		Per foot	\$ 10.00
Abandonment Material (12" diameter hole - cement, bentonite		Per foot	\$ 12.00
Surface Abandonment Restoration (concrete patch - up to 3'x3' pac		Per location	\$ 250.00
Note: 3% annual escalation rate per year			



PACIFIC COAST LOCATORS, INC.
2606 Foothill Blvd., Ste. G, La Crescenta, CA 91214
(818) 249-7700 Fax (818) 249-7701
E-mail: quote@pclocators.com

Subsurface Utility Investigation – Stantec (for on Call RFQ)

Utility Locating Rates:

\$550.00 minimum includes the first 2 hours.

\$150.00 per hour charge after that.

Half Day rate \$750.00 includes 4 hours

Full Day rate \$1,550.00 for 8 hours

GPS Mapping Rates:

\$750 minimum includes 4 hours collecting field data and processing in the office to produce a utility figure.

\$1,500 minimum includes 8 hours collecting field data and processing in the office to produce a utility figure.

- Time and a Half before 6AM, after 5PM, or Saturday
- Double time for over 12 hours or Sunday work
- Any special expenses including added insurance riders, will be charged to client.
- Required permits, traffic control plans, and similar items are charged as time and materials and vary according to project.
- All rates and charges are subject to change per special circumstances. Estimates subject to change when scope of work differs from what was planned.

Email quote@pclocators.com or Call: (818)-249-7700 to schedule all work.

"Certified technicians to perform a subsurface utility investigation to clear & mark-out all conductive & non-conductive underground utilities using Electro-Magnetic & Ground Penetrating Radar equipment, 512Hz Sonde transmitters, and Magnetometers. All confirmed utilities will be delineated with color coded marking paint, chalk, whiskers, and flags. GPS data collected using a Trimble GeoExplorer GPS unit with Tornado antenna to produce a GIS utility map."

This Rate Sheet contains confidential and privileged information for the sole use of client representatives. Any review or distribution by others is strictly prohibited.



TEG – Northern California, Inc.

July 2016 General Price List for On-Site Services

On-Site Mobile Laboratory:

- Analyses for VOCs by EPA 8260 (GC/MS) / up to 10 analyses per day – one matrix: \$1995 / day
- Additional analyses beyond 10 analyses per day by GC/MS: \$195 each
- Analyses for VOCs by EPA 8260 (GC/MS) - low level reporting limits / up to 8 analyses per day: \$1995 / day
- Additional analyses with low level reporting limits / beyond 8 analyses per day by GC/MS: \$195 each
- Analyses for TPH-diesel by EPA 8015m concurrent with VOCs by GC/MS: \$85 / analysis
- Analyses for TPH-diesel & motor oil by EPA 8015m concurrent with VOCs by GC/MS: \$150 / analysis

- Analyses for TPH-diesel & motor oil by EPA 8015m / up to 10 analyses per day: \$1995 / day
- Additional analyses beyond 10 analyses per day for TPH: \$150 each

Soil Vapor Survey (Collection and Analysis):

Sampling depths less than 20 feet (including DTSC protocol):

- Analyses for VOCs by EPA 8260 (GC/MS) / up to 10 analyses per day: \$3690 / day
- Analyses for BTEX, 5 oxygenates, & TPH by EPA 8260 (GC/MS) / up to 10 analyses per day: \$3690 / day
- Additional analyses beyond 10 analyses per day by GC/MS: \$195 each
- Analyses for VOCs by EPA 8260 (GC/MS) - low level reporting limits / up to 8 analyses per day: \$3690 / day
- Additional analyses with low level reporting limits / beyond 8 analyses per day by GC/MS: \$195 each
- Analyses for methane by EPA 8015m or GC/TCD concurrent with VOC analyses by GC/MS: \$75 / analysis
- Analyses for O₂ and CO₂ by GC/TCD concurrent with VOC analyses by GC/MS: \$75 / analysis
- Analyses for TPH-diesel by EPA 8015m concurrent with VOC analyses by GC/MS: \$85 / analysis

Sampling depths at 20 feet and greater:

- Analyses for VOCs by EPA 8260 (GC/MS) / up to 10 analyses per day: \$4090 / day
- Analyses for BTEX, 5 oxygenates, & TPH by EPA 8260 (GC/MS) / up to 10 analyses per day: \$4090 / day
- Additional analyses beyond 10 analyses per day by GC/MS: \$195 each
- Analyses for VOCs by EPA 8260 (GC/MS) - low level reporting limits / up to 8 analyses per day: \$4090 / day
- Additional analyses with low level reporting limits / beyond 8 analyses per day by GC/MS: \$195 each

Sampling - Soil and/or Water and/or Soil Vapor, including Direct Push Sampling:

- Strataprobe Soil Vapor Sampling (up to 8 hour day on-site): \$2095 / day
- Soil Vapor Sampling and/or Vapor Sampling Point Installation (up to 8 hour day on-site): \$2095 / day
- Strataprobe Soil & Water Sampling (up to 8 hour day on-site): \$2095 / day
- Soil and/or Water and/or Soil Vapor Sampling / Installation – time over 8 hours per day: \$275 / hour

Miscellaneous:

- Mobilization / Demobilization (per vehicle)(minimum \$100): \$2.50 / mile roundtrip
- Per Diem (per person): \$150 / day
- Screen & Pipe to enhance water retrieval (if required): \$4.00 / foot
- Teflon tubing: \$3.00 / foot
- EDF Geotracker files (current project): 10% of lab charge
- EDF Geotracker files (archived data): 20% of lab charge
- Weekend or Night work surcharge: 50%

Exhibit D
Conflict of Interest Code

28

File #15123
February 23, 1999
Resolution #99-086

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA**

In the matter of

Adoption of Standard Conflict of Interest
Code for All County Departments.

Resolution #99-086

Whereas, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

Whereas, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which contains the terms of a standard conflict of interest code, and which may be amended by the Fair Political Practices Commission after public notices and hearings to conform to amendments to the Political Reform Act; and

Whereas, any local agency may incorporate this standard conflict of interest code, and thereafter need not amend the text of its code to conform to future amendments to the Political Reform Act or its regulations; and

Whereas, the Board of Supervisors is the code reviewing body for all County departments except courts; and

Whereas, the Board of Supervisors may adopt the standard conflict of interest code on behalf of all County departments.

Now therefore be it resolved, that the terms of 2 California Code of Regulations section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the Exhibits A and B approved previously, today, or in the future, by this Board for each County department, in which officers and employees are designated and disclosure categories are set forth,

1 constitute the conflict of interest codes of each County department except courts.

2 Conflict of Interest forms shall be filed as follows:

3 1. As required by Government Code Section 87500, subdivision (e), the
4 County Administrative Officer, District Attorney, County Counsel, and Auditor-
5 Controller/Treasurer-Tax Collector shall file one original of their statements with the County
6 Clerk, who shall make and retain copies and forward the originals to the Fair Political
7 Practices Commission, which shall be the filing officer. The County Administrative Officer,
8 District Attorney, County Counsel, and Auditor-Controller/Treasurer-Tax Collector shall also
9 file one copy of their statements with the Clerk to the Board of Supervisors.

10 2. As required by Government Code section 87500, subdivision (j), all other
11 department heads shall file one original of their statements with their departments. The filing
12 officer of each department shall make and retain a copy of the department head's statement
13 and shall forward the original to the Clerk to the Board of Supervisors.

14 3. All other designated employees shall file one original of their statements with
15 their departments.

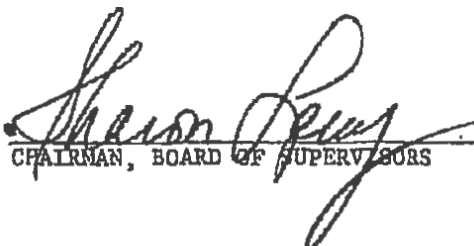
16 All statements shall be public records and shall be made available for public
17 inspection and reproduction. (Gov. Code, § 81008.)

18 Adopted at a regular meeting of the Board of Supervisors, held on the 23rd day
19 of February, 19 99, by the following vote, to wit:

20 Ayes: Supervisors Koligian, Case, Arambula, Oken, Levy

21 Noes: None

22 Absent: None

23 
CHAIRMAN, BOARD OF SUPERVISORS

24 ATTEST:
25 SHARI GREENWOOD, CLERK
BOARD OF SUPERVISORS

26 
27 By Sharon Ray
Deputy

28 File #15123 Agenda #28 Resolution #99-086

EXHIBIT "A"

PUBLIC WORKS AND PLANNING

<u>Classification</u>	<u>Category</u>
Accountant I / II	2
Architect	1
Assistant Real Property Agent	1
Associate Real Property Agent	1
Building Inspector I / II	1
Building Plans Engineer	1
Capital Projects Division Manager	1
Chief Building Inspector	1
Chief of Field Surveys	1
Community Development Manager	1
Consultant	*
Deputy Director of Planning	1
Deputy Director of Public Works	1
Deputy Director of Resources & Administration	1
Development Services Manager	1
Director of Public Works and Planning	1
Disposal Site Supervisor	2
Engineer I / II / III	1
Field Survey Supervisor	3
Housing Rehabilitation Specialist I / II	1
Information Technology Analyst I / II / III / IV	2
Landfill Operations Manager	1
Planner I / II / III	1
Principal Accountant	1
Principal Planner	1
Principal Staff Analyst	1
Public Works and Planning Business Manager	1
Public Works Division Engineer	1
Road Maintenance Supervisor	1
Road Superintendent	1
Senior Accountant	2
Senior Engineer	1
Senior Engineering Technician	2
Senior Information Technology Analyst	2
Senior Planner	1

<u>Classification</u>	<u>Category</u>
Senior Staff Analyst	1
Senior Systems and Procedures Analyst	2
Staff Analyst I / II / III	1
Supervising Accountant	1
Supervising Building Inspector	1
Supervising Engineer	1
Supervising Water/Wastewater Specialist	1
Systems and Procedures Analyst I / II / III	2
Systems and Procedures Manager	2
Traffic Maintenance Supervisor	2

- * Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Director of Public Works and Planning may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Director of Public Works and Planning's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

EXHIBIT "B"

PUBLIC WORKS AND PLANNING

1. Persons in this category shall disclose all reportable investments, interests in real property, sources of income (including gifts), and business positions. Financial interests (other than gifts) are reportable only if located within or subject to the jurisdiction of Fresno County, or if the business entity is doing business or planning to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the filing of the statement. Real property shall be deemed to be within the jurisdiction of the County if the property or any part of it is located within or not more than two miles outside the boundaries of the County (including its incorporated cities) or within two miles of any land owned or used by the County.
2. Persons in this category shall disclose all reportable investments in, income from (including gifts), and business positions with any business entity which, within the last two years, has contracted or in the future foreseeably may contract with Fresno County through its Public Works and Planning Department, Solid Waste Commissions within the jurisdiction, or to any other joint powers agency which Fresno County is a member to provide services, supplies, materials, machinery, or equipment to the County.
3. Persons in this category shall disclose all interests in real property within the jurisdiction of Fresno County. Real Property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of Fresno County (including its incorporated cities) or within two miles of any land owned or used by the County.

Exhibit E
Self Dealing Transactions Form

Exhibit E

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of
Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).