



Council Agenda Report

From: Dick McKinley, Public Works Director

Subject: Approve Amendment No. 4 for the Golder Associates Agreement for Landfill Testing and Monitoring

Date: September 7, 2017

Facts

1. The City is required by law to monitor and report the status of the landfill to various State and County agencies.
2. The testing and monitoring requires specific knowledge, equipment and laboratory analysis.
3. It is more cost effective for the City to outsource the monitoring and engineering work associated with the operation of the City's landfill.
4. Golder & Associates has provided these services for the City since 2012. Their services have been exemplary, and the regulatory agencies have been satisfied with the levels and quality of the monitoring and reporting services. The costs for this Amendment No. Four are lower than in prior years, primarily due to changes in some monitoring and reporting requirements leading to less time requirements for the field technician.

Options

1. Do nothing;
2. Approve Amendment No. Four to the Agreement, authorizing Golder & Associates to continue to provide landfill monitoring services for the next two years at a rate that is less than the current rate;
3. Direct staff to commence an RFP process to select a different firm to do monitoring at the landfill;
4. Add staff to begin doing the testing and monitoring in house.

Analysis and Conclusions

Option 1 – doing nothing would leave the City in the position of not being able to do the legally mandated landfill monitoring and reporting.

Option 2 – extending the agreement with Golder & Associates will mean that the landfill monitoring will continue to be done in a manner that meets or exceeds the expectations of the regulatory agencies and the City, and at a cost that is less than in prior years.

Option 3 – issuing an RFP to select a different firm is a viable option, but there is no reason to incur the additional time and expense in this case. Golder & Associates is performing the service at or above expectations, the regulatory agencies are happy with their work, and the costs are lower than before. Nonetheless, there are other firms who could do the work.

Option 4 – adding lab staff to do the sampling, testing, monitoring and reporting would be expensive, and contrary to the goal of keeping the operations lean and affordable. This is not daily work, so adding staff to be working daily would not be cost-effective.

Fiscal Impact

Funds for landfill monitoring are already budgeted and are ultimately paid for by landfill tipping fees. The costs for this two-year extension are lower than the prior two-year extension. The costs for the two-year extension are not to exceed \$100,297.

Recommendation

Approve Resolution 17-XXX authorizing the City Manager to execute Amendment No. Four to the landfill monitoring Agreement with Golder & Associates.

Attachments

1. Resolution 17-XXX
2. Amendment No. Four
3. Golder & Associates Proposal
4. March 2012 Agreement with Golder & Associates

RESOLUTION NO. 17-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. FOUR TO THE
AGREEMENT WITH GOLDER & ASSOCIATES FOR LANDFILL MONITORING AND
REPORTING SERVICES

WHEREAS, the City is required to monitor and report the status of the landfill to various State and County agencies; and

WHEREAS, the testing and monitoring requires specific knowledge, equipment and laboratory analysis; and

WHEREAS, it is more cost-effective for the City to outsource the monitoring and engineering work associated with the operation of the City's landfill; and

WHEREAS, Golder & Associates has provided these services for the City since 2012. The services have been exemplary, and the regulatory agencies have been satisfied with the levels and quality of the monitoring and reporting services. The costs for this Amendment No. Four are lower than in prior years.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby approves the Amendment No. Four to the Agreement, attached hereto as Exhibit A and incorporated herein by reference, and authorizes the City Manager to execute the Amendment with Golder & Associates for landfill monitoring and reporting for two years, for an amount not to exceed \$100,297, subject to any minor, technical, changes approved by the City Manager and the City Attorney.

Section 3. This Resolution shall take effect on the date it is approved by the City Council.

APPROVED this 7th day of September, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

AMENDMENT NO. FOUR

TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Golder Associates – Class III Landfill Monitoring, Analysis and Reporting

This Amendment No. 4 to the Agreement for Professional Engineering Services ("Amendment No. 4") is entered into this _____ day of _____, 2017 by and between the City of El Paso de Robles, a municipal corporation ("City") and Golder Associates Inc., a _____ corporation ("Engineer")

RECITALS

- A. On or about March 9, 2012, the City and Engineer entered into an agreement for Professional Engineering Services ("Agreement") under which Engineer agreed to perform engineering services at the City's Class III Landfill (the "Project").
- B. On or about January 31, 2013, City and Engineer executed Amendment No. One to the Agreement, to amend the scope of services to be performed to include final design and preparation of construction documents for the Project.
- C. On or about March 14, 2014, City and Engineer executed Amendment No. Two to the Agreement for the purpose of continued monitoring, analysis and reporting for an additional one-year period.
- D. On or about May 21, 2015 City and Engineer executed Amendment No. Three to the Agreement for the purpose of modifying Engineer's obligations under the Agreement, for an additional two-year period.
- E. City and Engineer desire to enter this Amendment No. Four for the purpose of extending the Agreement for an additional two-year period on the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual promises set forth in this Amendment No. 4 and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, City and Engineer agree as follows:

1. The Term of the Agreement is hereby extended through the completion of the services monitoring and reporting set forth in the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference.

2. Contract Administrator: Dick McKinley, the Director of Public Works for the City, shall be the Contract Administrator on behalf of the City. For purposes of notices, his email address is DMckinley@prcity.com. The City's address is the same as listed in the Agreement.

3. Scope of Work/Budget. This amendment includes the services described in the 2015 scope of work to provide continued monitoring and reporting from second quarter 2017, through first quarter 2019, as set forth in Exhibit A. The total costs of services to be provided by Engineer for such services under this Amendment No. 4 shall not exceed One Hundred Thousand Two Hundred Ninety-Seven Dollars (\$100,297), subject to adjustment in accordance with the terms of the Agreement.

4. In all other respects, except where inconsistent with this Amendment No. Four, in which case this Amendment No. Four shall control, the Agreement shall remain unchanged and in full force and effect. Terms used in this Amendment No. Four that are defined in the Agreement shall have the same meaning as used therein.

IN WITNESS WHEREOF, the parties have caused this Amendment No. Four to be executed on the date opposite their respective names.

CITY: City of El Paso de Robles, a municipal corporation	ENGINEER: Golder Associates, Inc. a _____ corporation
By: _____ Thomas Frutchey, City Manager	By: _____ Kris Johnson, Associate/Senior Consultant



May 31, 2017

Proposal No. 1139743103

Ms. Vicki Kuntz
 City of Paso Robles
 1000 Spring Street
 Paso Robles, CA 93446

RE: PROPOSAL FOR PASO ROBLES CLASS III LANDFILL MONITORING, ANALYSIS AND REPORTING

Dear Ms. Kuntz:

Golder Associates Inc. is pleased to submit this proposal for a two year extension of our existing contract with the City of Paso Robles. The scope of work will include monitoring and reporting from second quarter 2017 through first quarter 2019, covering the time period for the next two City fiscal years.

We have maintained our current laboratory fees and equipment charges, however our personnel rates have increased marginally from our initial 2012 rates. The existing field and office staff will continue to work on the project. Jose Ortiz will perform the field monitoring, Melissa St. John will manage the air compliance monitoring and reporting, and Kris Johnson will manage the water quality monitoring and reporting and the overall project. BC Laboratories of Bakersfield, California will continue to analyze the samples obtained for this project.

The 2017-2018 scope and budget covers the next year of monitoring (second quarter 2017 through first quarter 2018), and the 2018-2019 budget covers the following year (second quarter 2018 through first quarter 2019), including a constituent of concern monitoring event during third quarter 2018. The following summarizes our proposed costs by task:

Cost Summary Table

Period	2017 – 2018	2018 - 2019 (includes 5-year COCs)
Task 1 - Site Monitoring		
Task 1A. - Semi-Annual Monitoring	\$8,445	\$16,054
Task 1B. - Annual Monitoring	\$1,792	\$1,792
Task 1C. - LFG Probe Quarterly Monitoring	\$3,063	\$3,063
Task 1E. - Title V and AB32 Surface Sweep Quarterly Monitoring	\$12,548	\$12,548
Task 2 - Reporting		
Task 2A - Semi-annual Reporting	\$13,188	\$16,044
Task 2B - Title V Semi-annual Reporting	\$4,053	\$4,053
Task 2C - Title V Annual Certification Report	\$1,827	\$1,827
ANNUAL TOTAL	\$44,916	\$55,381
TWO-YEAR TOTAL		\$100,297



A detailed breakdown of personnel rates, estimated hours, laboratory fees, and equipment charges is included in the attached cost estimate. Note that the cost estimate is calculated for two one year time periods.

We look forward to the opportunity to continue to work on this project with the City. If you have any questions or need additional information, please feel free to contact Kris Johnson via email: kjohnson@golder.com or by phone at 408-220-9242.

Sincerely,

GOLDER ASSOCIATES INC.



Kris H. Johnson, P.G., C.E.G.
Associate/Geology Practice Leader



Kimberly DeVillier
Project Geologist

Attachment: Cost Estimate

COST ESTIMATE

CLIENT: City of Paso Robles
 PROJECT: Paso Robles Landfill Monitoring & Reporting

DATE: May 2017
 PROPOSAL NO. 1139743103

ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
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2Q2017 - 1Q2018 SUMMARY:						
TASK 1 - Site Monitoring						
Task 1A. Semi-Annual Monitoring						\$8,445
Task 1B. Annual Monitoring						\$1,792
Task 1C. LFG Probe Quarterly Monitoring						\$3,063
Task 1D. Title V & AB32 Surface Sweep Quarterly Monitoring						\$12,548
Task 2 -Reporting						
Task 2A - Semi-annual MRP Reporting						\$13,188
Task 2B - Title V Semi-annual Reporting						\$4,053
Task 2C - Title V Annual Certification Report						\$1,827
TOTAL						\$44,916

TASK 1 - Site Monitoring

Task 1A. Semi-Annual Monitoring

(Monitoring and Reporting Program Order No. R3-2008-0050)

Groundwater levels, groundwater sample collection and analysis, vadose zone sampling, landfill gas monitoring probes

Professional Services

Senior Field Technician	hour	\$105	34	\$3,570		
Practice Leader	hour	\$240	2	\$480	\$4,050	
Office Serv. Fee (5%)					\$203	
Field Vehicle (4x4)	day	\$125	4	\$500		
Lodging	day	\$130	2	\$260		
Per Diem	day	\$50	2	\$100		
						\$860

Chargeable Equipment/Consumable Materials

Filters	each	\$18	16	\$288		
Per Location Charge	each	\$35	16	\$560	\$848	

Laboratory Analysis

SCOPE: Sample kit delivery, sample transport, analysis, lab and field QA/QC, electronic deliverable.

Cl	each	\$10	16	\$160		
Alkalinity	each	\$9	16	\$144		
Nitrate	each	\$10	16	\$160		
Sulfate	each	\$10	16	\$160		
TDS	each	\$10	16	\$160		
Mn	each	\$6	16	\$96		
Na	each	\$6	16	\$96		
8260B VOCs Appendix I & MTBE	each	\$70	18	\$1,260		
Lab EDF Fee	each	1%		\$22	\$2,258	
Administrative Fee (10%)					\$226	

TASK TOTAL **\$8,445**

ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
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Task 1B. Annual Monitoring

(Monitoring and Reporting Program Order No. R3-2008-0050)

Landfill gas probes TO-14, landfill leachate tank composite

Professional Services

Senior Field Technician	hour	\$105	3	\$315		
Practice Leader	hour	\$240	1	\$240	\$555	
Office Serv. Fee (5%)					\$28	

Chargeable Equipment/Consumable Materials

Filters	each	\$18	1	\$18		
Per Location Charge	each	\$35	1	\$35	\$53	

Laboratory Analysis

SCOPE: Sample kit delivery, sample transport, analysis, lab and field QA/QC, electronic deliverable.

Cl	each	\$10	1	\$10		
Alkalinity	each	\$9	1	\$9		
Nitrate	each	\$10	1	\$10		
Sulfate	each	\$10	1	\$10		
TDS	each	\$10	1	\$10		
Mn	each	\$6	1	\$6		
Na	each	\$6	1	\$6		
8260B VOCs Appendix I & MTBE	each	\$70	1	\$70		
VOCs air	each	\$130	7	\$910		
Lab EDF Fee	each	1%		\$10	\$1,051	
Administrative Fee (10%)					\$105	

TASK TOTAL \$1,792

Task 1C. LFG Probe Quarterly Monitoring

(Solid Waste Facilities Permit 40-AA-0001)

Landfill gas probes

Professional Services

Senior Field Technician	hour	\$105	16	\$1,680		
Senior Engineer	hour	\$190	2	\$380	\$2,060	
Office Serv. Fee (5%)					\$103	

Travel

Field Vehicle (4x4)	day	\$125	4	\$500		
					\$500	

Chargeable Equipment/Consumable Materials

Field Meter	day	\$100	4	\$400		
					\$400	

TASK TOTAL \$3,063

ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
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Task 1D. Title V & AB32 Surface Sweep Quarterly Monitoring

(required by California Air Resources Board)

Landfill OVA surface sweep and AB32 compliance

Professional Services

Senior Field Technician	hour	\$105	48	\$5,040		
Compliance Specialist	hour	\$140	16	\$2,240		
Senior Engineer	hour	\$190	8	\$1,520		
Practice Leader	hour	\$240	4	\$960	\$9,760	
Office Serv. Fee (5%)					\$488	

Travel

Field Vehicle (4x4)	day	\$125	8	\$1,000		
Lodging	day	\$100	4	\$400		
Per Diem	day	\$50	4	\$200	\$1,600	

Chargeable Equipment/Consumable Materials

TVA, GPS, Weather	each	\$175	4	\$700	\$700	
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TASK TOTAL \$12,548

Task 2 -Reporting

Task 2A - Semi-annual MRP Reporting

(Monitoring and Reporting Program Order No. R3-2008-0050)

Professional Services

Senior Project Admin	hour	\$90	4	\$360		
Staff Drafter	hour	\$100	4	\$400		
Project Geologist	hour	\$140	62	\$8,680		
Practice Leader	hour	\$240	13	\$3,120	\$12,560	
Office Serv. Fee (5%)					\$628	

TASK TOTAL \$13,188

Task 2B - Title V Semi-annual Reporting

NSPS/SLOAPCD Title V report, LFG system report

Professional Services

Senior Project Admin	hour	\$90	2	\$180		
Staff Drafter	hour	\$100	2	\$200		
Compliance Specialist	hour	\$140	16	\$2,240		
Senior Engineer	hour	\$190	4	\$760		
Practice Leader	hour	\$240	2	\$480	\$3,860	
Office Serv. Fee (5%)					\$193	

TASK TOTAL \$4,053

Task 2C - Title V Annual Certification Report

Title V annual certification report

Professional Services

Compliance Specialist	hour	\$140	8	\$1,120		
Senior Engineer	hour	\$190	2	\$380		
Practice Leader	hour	\$240	1	\$240	\$1,740	
Office Serv. Fee (5%)					\$87	

TASK TOTAL \$1,827

COST ESTIMATE

CLIENT: City of Paso Robles
 PROJECT: Paso Robles Landfill Monitoring & Reporting

DATE: May 2017
 PROPOSAL NO. 1139743103

ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
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2Q2018 - 1Q2019 SUMMARY:						
TASK 1 - Site Monitoring						
Task 1A. Semi-Annual Monitoring						\$16,054
Task 1B. Annual Monitoring						\$1,792
Task 1C. LFG Probe Quarterly Monitoring						\$3,063
Task 1D. Title V & AB32 Surface Sweep Quarterly Monitoring						\$12,548
Task 2 -Reporting						
Task 2A - Semi-annual MRP Reporting						\$16,044
Task 2B - Title V Semi-annual Reporting						\$4,053
Task 2C - Title V Annual Certification Report						\$1,827
TOTAL						\$55,381

TASK 1 - Site Monitoring

Task 1A. Semi-Annual Monitoring

(Monitoring and Reporting Program Order No. R3-2008-0050)

Groundwater levels, groundwater sample collection and analysis, vadose zone sampling, landfill gas monitoring probes

Professional Services

Senior Field Technician	hour	\$105	34	\$3,570		
Practice Leader	hour	\$240	2	\$480	\$4,050	
Office Serv. Fee (5%)					\$203	
Field Vehicle (4x4)	day	\$125	4	\$500		
Lodging	day	\$130	2	\$260		
Per Diem	day	\$50	2	\$100		
						\$860

Chargeable Equipment/Consumable Materials

Filters	each	\$18	16	\$288		
Per Location Charge	each	\$35	16	\$560	\$848	

Laboratory Analysis

SCOPE: Sample kit delivery, sample transport, analysis, lab and field QA/QC, electronic deliverable.

Cl	each	\$10	16	\$160		
Alkalinity	each	\$9	16	\$144		
Nitrate	each	\$10	16	\$160		
Sulfate	each	\$10	16	\$160		
TDS	each	\$10	16	\$160		
Mn	each	\$6	16	\$96		
Na	each	\$6	16	\$96		
8260B VOCs Appendix I & MTBE	each	\$70	18	\$1,260		
COCs						
Metals	each	\$96	9	\$864		

Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Ni, Se, Ag, Th, Sn, V, Zn

ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
Hg	each	\$15	9	\$135		
Cyanide	each	\$30	9	\$270		
Sulfide	each	\$30	9	\$270		
Chlorophenoxy Herbicides	each	\$85	9	\$765		
Organochlorine Pesticides and PCBs	each	\$135	9	\$1,215		
Organophosphorous Pesticides	each	\$85	9	\$765		
Chlorinated Herbicides	each	\$85	9	\$765		
SVOCs including Phthalates and Phenols	each	\$130	9	\$1,170		
VOCs including Nonhalogenated Volatiles	each	\$70	9	\$630		
Lab EDF Fee	each	1%		\$91	\$9,176	
Administrative Fee (10%)					\$918	
				TASK TOTAL		\$16,054

Task 1B. Annual Monitoring

(Monitoring and Reporting Program Order No. R3-2008-0050)

Landfill gas probes TO-14, landfill leachate tank composite

Professional Services

Senior Field Technician	hour	\$105	3	\$315		
Practice Leader	hour	\$240	1	\$240	\$555	
Office Serv. Fee (5%)					\$28	

Chargeable Equipment/Consumable Materials

Filters	each	\$18	1	\$18		
Per Location Charge	each	\$35	1	\$35	\$53	

Laboratory Analysis

SCOPE: Sample kit delivery, sample transport, analysis, lab and field QA/QC, electronic deliverable.

Cl	each	\$10	1	\$10		
Alkalinity	each	\$9	1	\$9		
Nitrate	each	\$10	1	\$10		
Sulfate	each	\$10	1	\$10		
TDS	each	\$10	1	\$10		
Mn	each	\$6	1	\$6		
Na	each	\$6	1	\$6		
8260B VOCs Appendix I & MTBE	each	\$70	1	\$70		
VOCs air	each	\$130	7	\$910		
Lab EDF Fee	each	1%		\$10	\$1,051	
Administrative Fee (10%)					\$105	
				TASK TOTAL		\$1,792

Task 1C. LFG Probe Quarterly Monitoring

(Solid Waste Facilities Permit 40-AA-0001)

Landfill gas probes

Professional Services

Senior Field Technician	hour	\$105	16	\$1,680		
Senior Engineer	hour	\$190	2	\$380	\$2,060	
Office Serv. Fee (5%)					\$103	

Travel

Field Vehicle (4x4)	day	\$125	4	\$500		\$500
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ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
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Chargeable Equipment/Consumable Materials

Field Meter	day	\$100	4	\$400		
					\$400	
TASK TOTAL						\$3,063

Task 1D. Title V & AB32 Surface Sweep Quarterly Monitoring

(required by California Air Resources Board)
Landfill OVA surface sweep and AB32 compliance

Professional Services

Senior Field Technician	hour	\$105	48	\$5,040		
Compliance Specialist	hour	\$140	16	\$2,240		
Senior Engineer	hour	\$190	8	\$1,520		
Practice Leader	hour	\$240	4	\$960	\$9,760	
Office Serv. Fee (5%)					\$488	

Travel

Field Vehicle (4x4)	day	\$125	8	\$1,000		
Lodging	day	\$100	4	\$400		
Per Diem	day	\$50	4	\$200	\$1,600	

Chargeable Equipment/Consumable Materials

TVA, GPS, Weather	each	\$175	4	\$700	\$700	
TASK TOTAL						\$12,548

Task 2 -Reporting

Task 2A - Semi-annual MRP Reporting

(Monitoring and Reporting Program Order No. R3-2008-0050)

Professional Services

Senior Project Admin	hour	\$90	4	\$360		
Staff Drafter	hour	\$100	4	\$400		
Project Geologist	hour	\$140	78	\$10,920		
Practice Leader	hour	\$240	15	\$3,600	\$15,280	
Office Serv. Fee (5%)					\$764	

TASK TOTAL **\$16,044**

Task 2B - Title V Semi-annual Reporting

NSPS/SLOAPCD Title V report, LFG system report

Professional Services

Senior Project Admin	hour	\$90	2	\$180		
Staff Drafter	hour	\$100	2	\$200		
Compliance Specialist	hour	\$140	16	\$2,240		
Senior Engineer	hour	\$190	4	\$760		
Practice Leader	hour	\$240	2	\$480	\$3,860	
Office Serv. Fee (5%)					\$193	

TASK TOTAL **\$4,053**

Task 2C - Title V Annual Certification Report

Title V annual certification report

Professional Services

Compliance Specialist	hour	\$140	8	\$1,120		
Senior Engineer	hour	\$190	2	\$380		
Practice Leader	hour	\$240	1	\$240	\$1,740	
Office Serv. Fee (5%)					\$87	

TASK TOTAL **\$1,827**

CITY OF PASO ROBLES
1000 Spring Street
Paso Robles, CA 93446

AGREEMENT FOR PROFESSIONAL SERVICES
RE: CLASS III LANDFILL MONITORING, ANALYSIS AND REPORTING

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the **City of El Paso de Robles**, a public body, corporate and politic (herein "CITY"), and **GOLDER ASSOCIATES, INC.**, a Georgia corporation (herein "Consultant"), wherein Consultant agrees to provide the City and City agrees to accept the services specified for monitoring, analysis and reporting at the City's Class III Landfill (the "Project").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. CONTRACT ADMINISTRATOR. **Doug Monn** will administer this Agreement on behalf of City (herein "Contract Administrator"). **Kris Johnson** is the authorized representative for Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or otherwise delivered as follows:

CITY: City of El Paso de Robles
Attn: Doug Monn
1000 Spring Street
Paso Robles, CA 93446
Phone: (805) 237-3861
Email: DMonn@prcity.com

CONSULTANT: Golder Associates, Inc.
Attn: Kris Johnson
425 Lakeside Drive
Sunnyvale, California 94085
Phone: (408) 220-9223
Email: Kris_Johnson@golder.com

or at such other address or to such other person the parties may from time to time designate. Notices and consents under this section, which are sent by mail or email, shall be deemed to be received five (5) days following their deposit in the U.S. mail or upon receipt if sent by email.

3. EXHIBITS. Attached to this Agreement are the following Exhibits, which are incorporated herein by reference:

Exhibit A Description of Scope of Services to be performed by Consultant ("Services") and Schedule of Performance.

Exhibit A-1 Clarification of Scope of Services

Exhibit B A listing of hourly rates of Consultant's personnel, and a Not-to-Exceed amount for the Services, allocated to the various Tasks Consultant will perform.

Exhibit C Insurance Requirements.

Exhibit D Acronyms

In the event of a conflict between the terms of this Agreement and the terms of Exhibit A or B, the Agreement shall control.

4. SCOPE OF SERVICES.

A. Consultant shall provide the Services, and make submittals in accordance with Exhibit "A" and Exhibit "A-1", subject to the direction of the City Contract Administrator, as provided from time to time. The Services are generally described as follows: monitoring, analysis and reporting at City's Class III Landfill required for regulatory compliance.

B. The Landfill is permitted by several different agencies. All Services will be performed as required by agencies having jurisdiction over the Landfill. Examples of those agencies and the applicable permits include:

- California Regional Water Quality Control Board, Central Coast Region, December 5, 2008 issued Waste Discharge Requirements Order No. R3-2008-0050
- California Regional Water Quality Control Board, Central Coast Region, December 5, 2008 issued Monitoring and Reporting Program No. R3-2008-0050
- California Integrated Waste Management Board (now CalRecycle) January 23, 2008 issued Revised Solid Waste Facilities Permit No. 40-AA-0001.
- San Luis Obispo County Air Pollution Control District June 26, 2008 issued Permit to Operate 70-7
- California Air Resources Board enforcement of Methane Emissions from Municipal Solid Waste Landfills regulation §95460 through §95476

C. In the case of any discrepancy between the terms of this Agreement and a permit or regulation, the permit regulation will control.

5. TERM. Consultant shall commence performance of the Services within **ten (10) working days** of City's Notice to Proceed, and diligently prosecute the Services through to completion unless otherwise directed by City or unless earlier terminated.

6. COMPENSATION OF CONSULTANT.

A. The Consultant will be paid for performance of the Services on a time and material basis in accordance with the payment schedule set forth in Exhibit "B".

B. Payment of undisputed amounts is due within forty-five (45) days of receipt of invoices. Invoices shall reflect the phase or task to which the request for payment is being invoiced in accordance with Exhibit "A" and the percentage of completion of each phase or task.

C. The City shall not pay Consultant more than the sum of Fifty-One Thousand Seven Hundred and Thirty-Six Dollars (\$51,736) for Services performed in 2012 and Fifty-Eight Thousand Three Hundred and Ninety-Nine Dollars (\$58,399) for Services performed in 2013 without the written authorization of the City's Contract Administrator.

D. Consultant shall be reimbursed at cost for specified reimbursable costs at the rates set forth in Exhibit B. The not-to-exceed amounts in C, above, include reimbursables (field vehicle, lodging, per diem, and sampling equipment (filters, field meters, and per sample location charge to cover sampling equipment costs).

E. Direct costs Consultant incurs with the City's approval will be reimbursed at cost plus ten percent (10%).

F. Consultant's travel time will be charged at the rate of \$75.00 per hour.

G. Payment to Consultant shall be considered as full compensation for all personnel, materials, supplies, and equipment used in performing the Services.

H. City's failure to discover or object to any work not meeting the requirements of this Agreement or billing prior to payment will not constitute a waiver of City's right to: (1) Request Consultant to correct such work or billings; or (2) Seek any other legal remedy.

I. 1. Consultant shall not provide services beyond those identified in Exhibit A (hereafter referred to as "Additional Services") until Consultant has received written approval from the City Contract Administrator to perform same. Should the Consultant elect to proceed prior to receiving written approval by the City or Additional Services, the Consultant does so at Consultant's own risk.

2. City shall pay Consultant for authorized Additional Services on an hourly basis, in accordance with the schedule of fees attached hereto as Exhibit B. City shall pay only for Additional Services authorized by the City Contract Administrator in writing or requested verbally by City and confirmed in writing by Consultant within five (5) working days. The rates in Exhibit B shall remain in effect for the duration of the contract. If the Contract is extended past the initial two (2) year term, the parties shall meet and confer regarding rates for the extended contract period.

7. Schedule for Performance of Services.

A. Consultant's Services under this agreement will be performed in accordance with the schedule in Exhibit A, as that schedule may be adjusted by mutual agreement.

B. Time is of the essence in the performance of this Agreement.

C. The foregoing notwithstanding, neither party shall be liable for damages or delays arising out of circumstances beyond its reasonable control.

8. INDEPENDENT CONTRACTOR. Consultant shall perform the Services as an independent contractor as defined in Labor Code 3353, and nothing herein contained shall be construed to make Consultant an agent or employee of the City while providing the Services. Consultant shall be entitled to no other benefits or compensation except as provided in this Agreement.

9. PERFORMANCE STANDARDS.

A. Compliance with laws.

(1) Consultant shall (and shall cause its agents and subconsultants), at its sole cost and expense, to comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may during the term of this Agreement be in force ("Laws") with regard to the Services and this Agreement. Any corrections to Consultant's reports or other Documents (as defined in Section 13) that become necessary as a result of the Consultant's failure to comply with these requirements shall be made at the Consultant's expense.

(2) During the term of this Agreement and for a period of up to six (6) months after completion of a report or other Document, should Consultant become aware that the requirements referenced in subparagraph 1 above change after the date of a report or other Document is prepared, Consultant shall be responsible for notifying City of such change in requirements. Consultant will bring the Documents into conformance with the newly issued requirements at the written direction of City. Consultant's costs for providing services pursuant to this paragraph shall be submitted to City as Additional Services.

(3) To the extent applicable to Consultant and Consultant's sub-Consultants services and to the extent required by the California Labor Code, Consultant and Consultant's sub-Consultants shall pay not less than the prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City's Public Works Department office or available on line at www.dir.ca.gov.

(4) Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program. Consultant shall comply with all Laws applicable to the safety and health of its employees and operations at the Landfill site.

B. Consultant represents that it has the skills, knowledge, experience, licenses and permits necessary to perform the Services. Consultant shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant's profession. Permits and/or licenses required of Consultant to perform Consultant's Services shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement, this obligation does not include permits specifically necessary for completion of the Services.

C. Consultant shall have documents created as part of the Services to be performed under this Agreement stamped by registered professionals for the disciplines covered by

Consultant's Documents when required by prevailing law, usual and customary professional practice, or by any governmental agency having jurisdiction over matters related to the Services. Consultant will stamp other documents as noted in the Scope of Work. The City will not be charged an additional fee to have such documents stamped.

10. TAXES. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services.

11. CONFLICT OF INTEREST.

A. Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant shall not knowingly, and shall take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly disclose the relationship to the City and take such action as the City may reasonably direct to remedy the conflict.

B. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this contract.

C. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official other than normal contract monitoring; and

(2) Possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel (FPPC Reg. 18700(a)(2)).

12. RESPONSIBILITIES OF CITY. City shall provide all information requested by Consultant that is reasonably necessary in performing the Services provided herein. Consultant shall be entitled to rely on such information and Consultant assumes no responsibility for the accuracy or completeness of such, provided, however, that Consultant shall use due care in reviewing the documents and will take the measures it considers reasonably necessary to confirm information necessary to performance of the Services. If Consultant identifies any missing information, error or inconsistency in information received from City, Consultant will promptly notify City in writing and request additional or correct information. In preparing its reports and other documents, Consultant will use updated aerial layers provided by the City as they become available. Consultant will verify that it is using the current document.

13. OWNERSHIP OF DOCUMENTS.

A. The plans, specifications, estimates, programs, reports, models, and other material prepared by or on behalf of Consultant under this Agreement including all drafts and working documents, and including electronic and paper forms (collectively the "Documents"), shall be and remain the property of the City, whether the Services are completed or not. Consultant shall deliver all Documents to City upon request at (1) the completion of the Services, (2) the date of termination of this Agreement for any reason, or (3) any time requested by City, upon five (5) days' written notice.

B. The Documents may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable without further employment of or payment of any compensation to Consultant. City acknowledges and agrees that the Documents are not intended or represented by Consultant to be suitable for reuse by any party, including, but not limited to, the City, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether City's or otherwise. City agrees that any reuse unauthorized by Consultant will be at City's sole risk and without liability to Consultant.

C. Consultant retains the copyright in and to the intellectual property depicted in the Documents subject to Consultant's limitations and City's rights and licenses set forth in this Agreement. City's ownership interest in the Documents includes the following single, exclusive license from Consultant: Consultant, for itself, its employees, heirs, successors and assigns, hereby grants (and if any subsequent grant is necessary, agrees to grant) to City an irrevocable, perpetual, royalty-free, fully paid-up, sole and exclusive license and right to use the Documents, including without limitation all analysis, reports, designs and graphic representations.

D. Consultant shall include in all subcontracts and agreements with respect to the Services that Consultant negotiates, language which is consistent with this Section 13.

E. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its Services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release. Consultant's confidentiality obligations shall not apply if such data or information is within the public domain, known to Consultant before entering into this Agreement from authorized sources, obtained from third parties without violating any confidentiality agreement, required to be produced by Consultant pursuant to any law, subpoena, or court order or required by Consultant in the defense of any claim, provided however that Consultant shall give City at least thirty (30) days' written notice before producing documents to a third party.

14. RECORDS, AUDIT AND REVIEW.

A. Consultant shall establish and maintain records pertaining to this Agreement. Consultant's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, utility bills, invoices and vouchers.

B. Consultant shall permit City and its authorized representatives to inspect and examine Consultant's books, records, accounts, and any and all data relevant to this Agreement

at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Consultant pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Agreement; and Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Agreement.

C. Pursuant to California Government Code Section 10527, the parties to this Agreement shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

15. INDEMNIFICATION.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall protect, defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless City and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of such Indemnitee.

B. Neither termination of this Agreement nor completion of the Services shall release Consultant from its obligations under this Section 15, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

D. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations described in this Section 15, which shall apply whether or not such insurance policies are applicable to a claim or damages.

16. INSURANCE. Consultant shall provide insurance in accordance with the requirements of Exhibit C.

17. PERSONNEL.

A. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.

B. Consultant shall make every reasonable effort to maintain stability and continuity of Consultant's Key Personnel assigned to perform the Services. Key Personnel for this contract are as follows:

Kris Johnson – a California Professional Geologist (PG) and Certified Engineering Geologist (CEG), Project Manager

Bill Fowler –PG, CEG – Project Director

Rich Merrill – Senior Consultant

Michael Pierce – Field Technician

Max Todi – Field Technician

Käte Motroni – Project Geologist – Reporting

Melissa St. John-Harder – Compliance Specialist – Reporting

Jason Nettleton – PE – Reporting

David Walters

Consultant shall provide City with a minimum twenty (20) days' prior written notice of any changes in Consultant's Key Personnel, provided that Consultant receives such notice, and shall not replace any Key Personnel with anyone to whom the City has a reasonable objection.

C. Consultant plans to retain the following subconsultants, who will provide services as indicated below:

Name	Services
BC Laboratories	Laboratory analyses

Consultant will not utilize subconsultants other than those listed above without advance written notice to the City. Consultant will not utilize a subconsultant to whom the City has a reasonable objection. Subconsultants providing professional services will provide professional liability insurance as required in Exhibit C unless the City waives this requirement, in writing.

18. NONEXCLUSIVE AGREEMENT. Consultant understands that this is not an exclusive Agreement and that City shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant as the City desires.

19. ASSIGNMENT. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of City and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

20. SUSPENSION AND TERMINATION.

A. The City may suspend this Agreement and Consultant's performance of the Services, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

B. If Consultant at any time refuses or neglects to prosecute its Services in a timely fashion or in accordance with the schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently prosecute its Services, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

C. If Consultant fails to cure the default within seven (7) days after written notice thereof, City may, at its sole option, take possession of any Documents or other materials (in paper and electronic form) prepared or used by Consultant and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with this Agreement.

D. In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Consultant, whether located at Consultant's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are completely finished.

E. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon 72-hours' written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Not-To-Exceed Amount which shall be calculated as follows: (1) Payment for Services then satisfactorily completed and accepted by City, plus (2) Payment for Additional Services satisfactorily completed and accepted by City, plus (3) Reimbursable Expenses actually incurred by Consultant, as approved by City. The amount of any payment made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Consultant shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination and

payment. In addition, the City's right to withhold funds under Section 6(E) shall be applicable in the event of a termination for convenience.

F. If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section 20 and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

21. DISPUTE RESOLUTION.

A. Should any dispute arise out of this Agreement, either party may request that it be submitted to mediation. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party for purposes of the mediation. No party shall be permitted to file a legal action without first requesting mediation and making a good faith attempt to reach a mediated settlement. Upon the written request of either party, the parties shall exchange documents reasonably necessary to a resolution of the dispute prior to the mediation. The mediation process, once commenced by a meeting with the mediator shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

B. The prevailing party in any litigation between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs (including expert witness fees and expenses) and attorney's fees expended in connection with such an action from the other party.

22. CITY NOT OBLIGATED TO THIRD PARTIES. City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

23. NON-DISCRIMINATION. Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

24. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

25. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

26. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall

be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

27. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

28. NO WAIVER OF DEFAULT. No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

29. ENTIRE AGREEMENT AND AMENDMENT.

A. This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral.

B. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

C. This document may be amended only by written instrument signed by both City and Consultant.

30. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

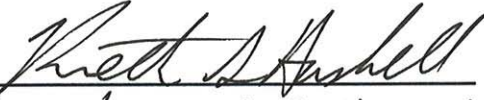
31. APPLICABLE LAW; VENUE. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court with jurisdiction over San Luis Obispo County, if in federal court.

32. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.


33. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall be effective on the date executed by City.

CONSULTANT: GOLDER ASSOCIATES, INC.

By: 
Name: Kenneth G. Haskell
Title: Vice-President
Date: 3/2/12

CITY OF EL PASO DE ROBLES


James L. App, City Manager

Date: 3/9/12

Approved as to Form:


Linda R. Beck, Special Counsel


Attest: 
Deputy City Clerk

EXHIBIT A

Description of Scope of Services to be performed by Consultant ("Services") and Schedule of Performance.

Insert Golder Associates, Inc.'s Cost Estimate dated November 30, 2011



CITY OF PASO ROBLES CLASS III LANDFILL MONITORING, ANALYSIS & REPORTING

Golder Associates Inc. (Golder) is pleased to submit this proposal to The City of Paso Robles for groundwater, leachate, and landfill gas monitoring, analyses, and reporting consulting services for the Paso Robles Landfill. This proposal was prepared in response to the October 2011 Request for Proposal (RFP). This proposal presents the information requested in the RFP, including: (1) our understanding of the scope of work, (2) professional qualifications, (3) proposed charges, training, safety and risk management procedures, (4) related project experience, (5) references, (6) insurance coverage, (7) subcontractors, and (8) exceptions to the agreement. As requested, our fee schedule is attached to this proposal in a separate envelope.

Golder's team is uniquely qualified to implement the Paso Robles Landfill monitoring project. Golder previously provided water quality monitoring services at the Paso Robles Landfill (2000 through 2004). The work was performed by Conor Pacific, which was acquired by Golder in 2005. Golder's proposed project manager, Mr. Kris Johnson (Professional Geologist and Senior Consultant) and proposed project director, Mr. Bill Fowler (Professional Geologist and Senior Consultant) both were involved in managing the Paso Robles Landfill monitoring project. Ms. Melissa St. John Harder (Golder's Air Compliance Specialist) gained previous site experience while working for San Luis Obispo County.

1.0 UNDERSTANDING OF THE SCOPE OF WORK

The scope of work is divided into two main tasks: (1) Site Monitoring and (2) Reporting. Both main tasks have several subtasks, as listed below.

- TASK 1 – Site Monitoring
 - Task 1A. Semi-Annual Groundwater, Vadose Zone, and Landfill Gas Probe Monitoring
 - Task 1B. Annual Landfill Gas Probe and Leachate Tank Monitoring
 - Task 1C. Quarterly Landfill Gas Probe Monitoring
 - Task 1D. Quarterly AB 32 Surface Sweep Monitoring
 - Task 1E. Quarterly Title V Surface Sweep Monitoring
- TASK 2 – Reporting
 - Task 2A. Semi-Annual RWQCB Self-Monitoring Reporting
 - Task 2B. Title V Semi-Annual Reporting
 - Task 2C. Title V Annual Certification Report

To maintain project schedules and budgets, Golder's senior-level professionals are involved at all levels of each project. Task managers coordinate the day-to-day activities and communicate the progress to the project manager. The quality of work and project deliverables are the responsibility of the project manager and task managers. Quality reviews are implemented from the start of each project and every deliverable is checked for accuracy, consistency, neatness, and completeness. Project managers and designated signatories review all draft and final reports and figures.

The project team will develop and maintain a site specific Health and Safety Plan that identifies potential hazards, documents contact information, addresses safe field procedures, and identifies nearby health care facilities, safety equipment, contingency plans, and emergency procedures and protocol.

1.1 Task 1 – Site Monitoring

Golder's sampling schedule is prepared prior to the start of each quarter. This schedule is reviewed by the project manager for consistency with previous monitoring events and compliance with established requirements. When finalized, the sampling schedule will be transmitted to the City and contract



CITY OF PASO ROBLES CLASS III LANDFILL MONITORING, ANALYSIS & REPORTING

laboratory. At least one week prior to sampling the laboratory will be contacted for bottle shipment, and the landfill will be notified of the sampling schedule.

The landfill will then be sampled according to the established schedule, with any changes or issues conveyed to the City. Samples will be submitted to the laboratory for analyses. As the data returns from the field and laboratory, it will be checked promptly for completeness and quality, usually within one week of receipt. Any issues will be discussed with the laboratory and then resolved.

The accepted field and laboratory data will be entered into the database and the report tables prepared. Any required statistical analyses will be performed. The data will then be reviewed and any specific issues, such as volatile organic compound detections in a previously clean well, will be highlighted and the City will be notified. Potential re-sampling and notification issues will be discussed with the City. Re-sampling, if necessary and additional costs are approved by the City, would then be scheduled to occur within 30 days.

1.1.1 Task 1A. Semi-Annual Groundwater and Vadose Zone Monitoring

Task 1A includes semi-annual groundwater and vadose zone sampling and analysis. The water quality monitoring will be conducted in accordance with the current Monitoring and Reporting Program (MRP) Order No. R3-2008-0050. This task includes the following five items: (1) groundwater level measurements, (2) groundwater sample collection and analysis, (3) vadose zone sample collection and analysis, (4) landfill gas probe monitoring, and (5) Constituents of Concern (COC) sampling and analysis in Spring 2013. Samples will be analyzed by BC Laboratories, Inc., a California State-Certified Laboratory.

Semi-annual monitoring occurs during the first and third quarters. Water levels in all groundwater monitoring wells will be measured semi-annually. Groundwater samples will be obtained semi-annually from site wells (MW-2, MW-3R, MW-V4, MW-V5, MW-8, MW-9, MW-V10, and MW-11) and the landfill production well. The vadose zone lysimeters will be pressurized and water samples will be obtained semi-annually, if water is present. Historically, the lysimeters have usually been dry and water samples have not been obtained.

All monitoring wells will be purged and sampled using industry-standard low-flow techniques and the existing dedicated pumps installed in each well. All field water-quality meters will be calibrated daily, with the calibration recorded on field sheets. Water samples for dissolved metals analysis will be field filtered using one-time use 0.45 micron filters.

The water samples will be analyzed for the monitoring parameters specified in the WDR:

- Field parameters – dissolved oxygen, electrical conductivity, pH, temperature, and turbidity;
- Monitoring parameters – chloride, total alkalinity, manganese, nitrate-nitrogen, perchlorate, sodium, sulfate, total dissolved solids, total petroleum hydrocarbons as diesel, and volatile organic compounds (VOCs).
- Additional parameters for evaluating hydrogeologic conditions – calcium, magnesium, and potassium.

As specified in the MRP, groundwater and vadose zone samples will be analyzed for the 5-year COC parameters during the spring 2013 monitoring event.

Landfill gas probes GP-1 through GP-5, GP-7, and GP-8 will be monitored semi-annually for field measurements of methane, carbon dioxide, oxygen, and VOCs. Typically, a LandTec GEM 2000 or equivalent, is used to measure the major gas concentrations, and a photo-ionization detector (PID) is used to measure the VOC concentrations.



CITY OF PASO ROBLES CLASS III LANDFILL MONITORING, ANALYSIS & REPORTING

1.1.2 Task 1B. Annual Landfill Gas Probe and Leachate Tank Monitoring

According to MRP RR3-2008-0050, annually during first quarter, samples will be obtained from landfill gas probes GP-1 through GP-5, GP-7, and GP-8 for submittal to the analytical laboratory for VOC analysis using method TO-14. Air samples from the gas probes will be obtained in SUMMA canisters.

Leachate samples from the landfill leachate tanks are obtained annually during first quarter and are analyzed for the field and monitoring parameters listed above under Task 1A. As specified in the MRP, leachate samples will be analyzed for the 5-year COC parameters during the spring 2013 monitoring event.

1.1.3 Task 1C. Quarterly Landfill Gas Probe Monitoring

Landfill Gas Probes GP-1 through GP-5, GP-7, GP-8, and GP-11 through GP-15 are monitored quarterly for methane content according to Solid Waste Facilities Permit 40-AA-0001. A LandTec GEM 2000 or equivalent is used to measure the methane gas concentrations. This monitoring can be combined with the semi-annual landfill gas probe monitoring performed under Task 1A and 1B.

1.1.4 Task 1D. Quarterly AB 32 Surface Sweep Monitoring

Surface Emissions Monitoring: Golder proposes to evaluate the landfill surface following a walking path with 25 foot spacing as required by the AB32 regulation. The landfill will be divided into areas of approximately 50,000 square feet with a walking path defined by global positioning system (GPS) waypoints. Areas near active fill, steep slopes, and other inaccessible areas will be documented and excluded. Once on-site, the Golder technician will perform the surface emission monitoring activities including:

- Noting the ambient weather conditions. Monitoring cannot be conducted under high wind conditions (greater than 5 mph average wind speed or gusts greater than 10 mph). Monitoring must not be conducted less than 72 hours after a rain event.
- Calibrating the hydrocarbon detector (TVA 1000B or equivalent instrument will be used) using EPA standard calibration gases and protocols before and after each day of monitoring activities.
- Walking the path in each grid defined in the GPS while monitoring for surface emissions. Additionally, penetrations through the surface and areas where cracks or visual inspection indicate that emissions might be present will be monitored independently.
- Recording and marking observations relating to deficiencies in cover integrity.

The TVA1000B instrument continually senses methane concentrations and records measurements every six seconds. The data from the TVA1000B will be downloaded and processed with the GPS readings to be presented graphically on a site map. The map showing the monitoring results will be prepared along with a brief report indicating any points or areas that approach or exceed the emissions threshold.

Golder's approach using the geographical information system (GIS) program also increases the value of the monitoring beyond compliance with the regulation. The readings taken in the field will be combined with the GPS data to display the concentrations on a map of the site. This helps evaluate both the performance of the gas control system and the effectiveness of the cover material.

A minimum of four consecutive quarters of readings using the 25-foot spaced walking path must be completed before the spacing can be increased. This task includes four SEM events to be completed in 2012. The first event includes time to set up the monitoring grids and walking path using a GIS program. This approach allows the walking path to be followed using a GPS unit and decreases time in the field to define the areas and walking path. Our budget assumes that approximately 70 acres will require monitoring and that a technician will be able to complete the monitoring in a single day. Follow-up monitoring that must be conducted in the event of an exceedance is not included in this cost estimate but



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can be completed on a time and material basis if approved. Golder will attempt to minimize the cost of follow-up monitoring by combining the monitoring with regularly scheduled trips to the site when possible.

AB32 Annual Report: The landfill methane capture regulation requires the submittal of an annual report to the California Air Resources Board (CARB) by March 15, 2012. The report must list results of GHG monitoring activities, deviations from the rule, and facility information. Golder will prepare a report suitable for submittal to the CARB that includes the elements listed in the rule. The report will include the following elements.

- Facility Information (name, owner, etc.)
- Total LFG collected (scf)
- Average LFG composition
- Control device specifications
- Topographic map of the site
- GCCS downtime records
- Well shutdown records
- Expected LFG generation rate
- Surface emissions monitoring results
- Well pressure exceedances (positive pressure readings)
- Annual waste acceptance and waste in place
- Source test results

1.1.5 Task 1E. Quarterly Title V Surface Sweep Monitoring

Surface Emissions Monitoring: If exceedances of the surface emissions monitoring standards are not observed during the first four quarters of monitoring, the spacing of the monitoring path can be increased from 25 feet to 100 feet. All other provisions of the monitoring protocol remain in effect and will be completed as outlined in Task 1D. The 100 foot spacing for the monitoring is consistent with the NSPS requirement for surface emissions monitoring. Monitoring according to the AB32 requirements will satisfy the provisions of the NSPS. If exceedances are not observed in 2012, monitoring will proceed in 2013 according to the increased spacing of 100 feet, resulting in continued reduction of monitoring costs. If exceedances are observed and the 25 foot spacing requirement remains in effect, monitoring will be conducted according to the schedule and budget presented for Task 1D.

Golder will prepare the AB32 annual report for submittal to the CARB as described in Task 1D.

1.2 TASK 2 – Reporting

1.2.1 Task 2A. Semi-Annual RWQCB Self-Monitoring Reporting

Semi-annual monitoring reports will be prepared in accordance with the MRP reporting requirements. A draft version of each monitoring report (electronic copy to be submitted via email) will be submitted to City and Pacific Waste Services (PWS) staff for review by the end of the first week of the month in which the report is due. Each monitoring report will include a discussion of the monitoring results, tabulated summaries of the analytical results, statistical analyses as necessary, and an evaluation of the quality control data. In addition, each report will contain the necessary back up information (field sheets, chain of custody, certified analytical reports, well hydrographs, etc.), groundwater contour map and groundwater velocity, and information provided by landfill staff (standard observations, waste disposal data, and refuse



CITY OF PASO ROBLES CLASS III LANDFILL MONITORING, ANALYSIS & REPORTING

placement area). Electronic versions of the final report will be provided to the City, PWS, and Regulatory Agency(s) after incorporating comments. One paper copy of each report will be transmitted to PWS for the landfill site records. In addition, the routine upload of water levels, laboratory electronic data files (EDFs), and a pdf of the monitoring report to the State GeoTracker web site will be completed.

As required in the MRP, the annual report will include a discussion of the compliance record for the past year, historical analytical data in tabular and digital format, results of the annual leachate collection system testing, and site map(s) showing the type of cover material in place over inactive and completed areas.

1.2.2 Task 2B. Title V Semi-Annual Reporting

The Title V permit requires the submittal of Semiannual Compliance and SSM reports on January and July 31 of each year. The reports must summarize relevant compliance data and list any deviations. Golder has assumed that we will prepare two Title V reports each year during the 2-year project term. Golder will request the required GCCS monitoring data from PWS, assemble SEM data, summarize the compliance status and issues (if any), format the data for inclusion in the appropriate appendices as required, and prepare and send a draft report to the City. Review comments will be incorporated into the final reports. The final reports will be emailed to the City for signature by the responsible official and transmittal to the San Luis Obispo Air Pollution Control District and to the United States Environmental Protection Agency Region 9 office.

Our cost estimate assumes that the relevant information on the GCCS including wellhead readings, flare temperature and flow data, and information on SSM events will be provided by PWS in a useable electronic format and that a site visit for records review will not be required. If any deviations are discovered during the course of the data review, Golder will be available to assist with the preparation of deviation reports as a non-routine activity.

1.2.3 Task 2C. Title V Annual Certification Report

The Annual Compliance Certification will be prepared based on a review of all applicable operating data and records. This review will determine if the conditions in the Landfill's Title V permit and other applicable air regulations are being met. Each condition of the permit will be evaluated for compliance. Golder will review monitoring data for completeness and compliance; determine if available records meet Title V requirements; and verify that all required reports have been prepared and submitted in a timely manner. The draft Compliance Certification will be prepared using an established template and emailed to the City for review. Review comments will be incorporated into the final package. The final package will be emailed to the City for signature by the responsible official and transmittal to the SLOAPCD and to the United States Environmental Protection Agency Region 9 office.

1.3 Monitoring by Landfill Operator

PWS will continue monitoring the landfill gas collection and destruction system on a monthly basis. Monthly reports are prepared and maintained on-site for SLOAPCD inspection. PWS will provide monthly landfill gas system monitoring spread sheets for use in the Title V reports. Pacific Waste Services will also be responsible for the continuous operation of the landfill gas collection system, continuous monitoring of the landfill gas flare temperature and flow rate.

PWS will collect storm water samples from the 2 landfill storm water detention basins that will release from the landfill site when the detention basin(s) overflow into the outlet piping. PWS will conduct regular inspections on at least a monthly basis and complete standard storm water monitoring forms. PWS will conduct the Annual Comprehensive Site Compliance Evaluation and complete the standard review. As needed, the sites Surface Water Pollution Prevention Plan (SWPPP) will be updated by PWS. The storm water samples are analyzed by BC Laboratories for the MRP R3-2008-0050 parameters and Industrial Storm Water Permit Parameters.



CITY OF PASO ROBLES CLASS III LANDFILL MONITORING, ANALYSIS & REPORTING

Pacific Waste Services will also prepare the Annual Storm Water Report and transmit to the California Regional Water Quality Control Board.

2.0 PROFESSIONAL QUALIFICATIONS

Golder Associates Inc. is a U.S. corporation incorporated in Atlanta, Georgia. Golder is part of an international group of consulting engineering companies specializing in the application of earth sciences and engineering to environmental, natural resources, civil engineering, and mining projects. Founded in 1960, the group now maintains over 150 offices throughout the world, and has over 7,000 employees. Golder Associates Inc., the U.S. operating company, employs approximately 1,300 personnel in 50 offices representing disciplines that include geotechnical engineering and engineering geology, water resources engineering, and environmental science and engineering.

As an employee-owned company, Golder has a strong commitment to provide quality consulting services integrating science, engineering, and administrative business practices with strong project management capabilities. These corporate skills have enabled Golder to successfully complete thousands of assignments in California including a diverse range of civil and geotechnical engineering, environmental engineering, geophysical, hydrogeologic, and construction management projects. Our employees "own" the projects resulting in a vested performance on behalf of Golder's clients.

In California, Golder maintains offices in Sunnyvale, Walnut Creek, Sacramento, and Irvine. Our California operations are managed from our Sunnyvale office. Within California, more than 60 percent of Golder's services are focused on groundwater monitoring/compliance, landfill gas monitoring/operation & maintenance/compliance and remediation-type projects. Golder will staff this project primarily with personnel from our Sunnyvale office, with support provided by a compliance specialist located in nearby Santa Margarita.

With a staff of more than 75 professionals in California, Golder has the capacity and resources to complete the City's project using local resources. We also have substantial additional resources in the U.S. if necessary.

Successful completion of projects across a broad geographic area has supported consistent growth and financial stability for the firm, which consistently receives high rankings in Engineering News Record's (ENR's) list of design firms, both domestically and internationally. Golder is a financially healthy company and has been profitable for over 50 years. In the U.S., our annual revenues exceed \$125 million.

2.1 Personnel

All work described under this scope of work will be performed by Golder personnel as shown on the organization chart below (Figure 1). The chart shows the lines of responsibility between the City, Golder's project manager, and key personnel.

The project personnel proposed for the Paso Robles Landfill project are highly experienced in all aspects of water and landfill gas monitoring at California landfills.

Following are biosketches of the key personnel that will work on the project. Detailed resumes are included for these individuals. Golder also has access to many other experienced professionals that can be called on as technical resources to assist the City with a variety of additional technical issues that may arise during the course of this contract.

Kris Johnson, a California Professional Geologist (P.G.) and Certified Engineering Geologist (C.E.G.) will be the overall Project Manager for the work. Kris has more than 20 years experience managing self-monitoring programs at landfills and industrial sites. Mr. Johnson will provide City and contractor communication, review the data generated by the monitoring program, and review, sign, and



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stamp the reports and other documents. Kris managed the groundwater monitoring performed at the Paso Robles Landfill during 2000 to 2004. Kris is based in Golder's Sunnyvale, California office.

Kate Motroni, a project geologist will perform the RWQCB reporting tasks. Kate has more than 10 years experience managing self-monitoring programs at landfills and industrial sites. In addition, Kate provides drafting support for the Sunnyvale office and is responsible for managing Golder's groundwater database and performing statistical analyses.

Melissa St. John-Harder – Compliance Specialist will provide the landfill gas reporting tasks. Melissa has extensive background in landfill compliance working for both government agencies and privately-owned landfills, including San Luis Obispo County. Ms. St. John-Harder's experience has been focused on LFG collection and air quality regulations since December 2005 and includes: reviewing gas collection and control system monitoring data for compliance with permits and regulations; providing support for permitting; performing emissions inventories for landfills; preparing reports of site monitoring and maintenance activities for submittal to clients; and preparing semi-annual and annual reports for submittal to local air districts.

Jason Nettleton, PE has more than 13 years of experience in air quality permitting and compliance work in the public and private sectors. His most recent experience has been focused on the air quality-related regulatory needs of solid waste disposal facilities. Jason has provided Title V and construction permitting services along with Title V compliance services to clients under the jurisdiction local California air districts. Jason as recently directed compliance efforts with the new AB32 Methane Capture Rule at multiple landfills. Jason is a trained greenhouse gas emissions verifier under the California Climate Action Registry (CCAR) protocol. He has prepared greenhouse gas reporting plans and emission inventories for solid waste disposal facilities throughout California.

Michael Pierce and Max Todi - field technicians will perform the environmental monitoring tasks. Each highly-skilled technician has experience in groundwater, leachate, surface water, and landfill gas sampling/operation/maintenance and is familiar with all types of dedicated purging and sampling systems. Our team of field technicians (which includes staff located in our Roseville, California office) currently implement environmental monitoring projects at over 20 landfill sites.

Richard (Rich) Merrill, - Senior Consultant, is available for technical review of landfill gas compliance reports and issues. Rich provides project management services related to air quality permitting and compliance, primarily in support of the company's solid waste and industrial business practices. Rich has 38 years of experience providing air quality consulting with 15 years of experience in the solid waste industry. He has expertise and practical experience with LFG regulations and air compliance requirements, including federal New Source Performance Standards, Title V permitting process, California Air Resources Board, and Bay Area Air Quality Management District rules. He is currently the project manager on all of the Northern California landfill gas operation, maintenance, and compliance projects being performed by Golder.

The following organization chart presents the project team.



EXHIBIT A-1

This Exhibit A-1 clarifies the Scope of Services set forth in Exhibit A. In the event of a conflict between Exhibit A and this Exhibit A-1, this Exhibit A-1 will control.

TASK 1 – Site Monitoring

Task 1A. Semi-Annual Monitoring (MRP Order No. R3-2008-0050) – 2012/2013

1. Groundwater water level sampling (1st Quarter - Winter: January 1 to March 31, 3rd Quarter - Summer: July 1 to September 30)
2. Groundwater water sample collection and analysis (1st Quarter - Winter: January 1 to March 31, 3rd Quarter - Summer: July 1 to September 30)
3. Vadose Zone sampled using lysimeters (1st Quarter - Winter: January 1 to March 31, 3rd Quarter - Summer: July 1 to September 30)
4. Landfill Gas monitoring probes (1st Quarter - Winter: January 1 to March 31, 3rd Quarter - Summer: July 1 to September 30)
5. Next Constituents of Concern sampling and analysis for items 2 and 3 listed above is Spring 2013

Samples will be taken from established sampling points such as monitoring wells and flare sites. We can provide a map of these sites.

Task 1B. Annual Monitoring (MRP Order No. R3-2008-0050) 2012/2013

1. Landfill Gas Probe Testing for TO-14 compounds
2. Landfill Leachate Tanks

Task 1C. Quarterly Monitoring (Solid Waste Facilities Permit 40-AA-0001) 2012/2013

1. Landfill Gas Probe monitoring

Task 1D. Quarterly Monitoring (California Air Resources Board. CARB) 2012/2013

1. Landfill OVA Surface Sweep and Special AB32 monitoring for 200 ppmv CH₄ in compliance with CCR Title 17 §95464 through §95476

Task 1E. Quarterly Monitoring (San Luis Obispo Co. Air Pollution Control District Permit to Operate 70-7) 2012/2013

1. Surface sweeps required at normal spacing for Federal Title V requirements after quarterly CARB special AB32 monitoring for 200 ppmv CH₄

TASK 2 – Reporting:

Task 2A. Semi-Annual Reporting, October 31 & April 30 2012/2013 (MRP Order No. R3-2008-0050)

1. Semi-Annual Self-Monitoring Report must be prepared and submitted to the RWQCB. Additional supporting information is provided by the landfill operator, Pacific Waste Services, Inc. (rainfall, tonnage, load checks, site observations, WDR compliance)

Task 2B. Title V Semi-Annual Reporting, January 31 & July 31 (San Luis Obispo Co. Air Pollution Control District Permit to Operate 70-7) 2012/2013

1. Semi-Annual NSPS/ SLOAPCD (Title V) Report preparation and transmittal
2. Semi-Annual Startup, Shutdown and Malfunction Plan Report preparation and transmittal

Task 2C. Title V Annual Certification Report, July 31 (San Luis Obispo Co. Air Pollution Control District Permit to Operate 70-7) 2012/2013

1. Title V Annual Certification Report preparation and transmittal

Coordination with Contract Operator through contract period:

All reports shall be transmitted to the City, its Contract Operator and Regulatory Agency(s) in electronic form. The electronic delivery to the regulatory agencies shall conform to their required storage location. One additional paper copy of the documents should be transmitted to the City's Contract operator for inclusion in the Paso Robles Landfill site records.

A draft copy of all reports shall be provided to the City and its Contract Operator for review and comment. After receipt of comments or acceptance, the report may be finalized and transmitted to all receiving parties.

EXHIBIT B

A listing of hourly rates of Consultant's personnel, and a Not-to Exceed amount for the Services, allocated to the various Tasks Consultant will perform.

COST ESTIMATE

CLIENT: City of Paso Robles
PROJECT: Paso Robles Landfill Monitoring & Reporting

DATE: 11/30/11
PROPOSAL NO. P13-97431

ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
2012 SUMMARY:						
TASK 1 - Site Monitoring						
Task 1A. Semi-Annual Monitoring						\$9,798
Task 1B. Annual Monitoring						\$2,064
Task 1C. LFG Probe Quarterly Monitoring						\$2,511
Task 1D. AB32 Surface Sweep Quarterly Monitoring						\$17,868
Task 1E. Title V Surface Sweep Quarterly Monitoring			(assume not done in 2012)			-
Task 2 -Reporting						
Task 2A - Semi-annual Reporting						\$10,025
Task 2B - Title V Semi-annual Reporting						\$7,337
Task 2C - Title V Annual Certification Report						\$2,132
TOTAL for 2012						\$51,736

TASK 1 - Site Monitoring

Task 1A. Semi-Annual Monitoring

(Monitoring and Reporting Program Order No. R3-2008- 0050) - 2012/2013

Groundwater levels, groundwater sample collection and analysis, vadose zone sampling, landfill gas monitoring probes, COCs Spring 2013

Professional Services

Technician	hour	\$85	32	\$2,720	
Sr Geologist	hour	\$173	2	\$346	\$3,066
Office Serv. Fee (5%)					\$153

Travel

Field Vehicle (4x4)	day	\$85	4	\$340	
Lodging	day	\$100	2	\$200	
Per Diem	day	\$50	2	\$100	
Mileage	mile	0.50	700	\$350	\$990

Chargeable Equipment/Consumable Materials

Filters	each	\$18	18	\$324	
Per Location Charge	each	\$35	18	\$630	\$954

Laboratory Analysis

SCOPE: Sample kit delivery, sample transport, analysis, lab and field QA/QC, electronic deliverable.

Cl	each	\$10	18	\$180	
Alkalinity	each	\$9	18	\$162	
Nitrate	each	\$10	18	\$180	
Sulfate	each	\$10	18	\$180	
TDS	each	\$10	18	\$180	
Ca	each	\$6	18	\$108	
Mg	each	\$6	18	\$108	
K	each	\$6	18	\$108	
Mn	each	\$6	18	\$108	
Na	each	\$6	18	\$108	
8260B VOCs Appendix I & MTBE	each	\$70	20	\$1,400	

2012

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1

TPHd	each	\$40	18	\$720	
Perchlorate	each	\$35	18	\$630	
VOCs air	each	\$130	0	\$0	
COCs					
Metals	each	\$96	0	\$0	
Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Ni, Se, Ag, Th, Sn, V, Zn					
Hg	each	\$15	0	\$0	
Cyanide	each	\$30	0	\$0	
Sulfide	each	\$30	0	\$0	
Chlorophenoxy Herbicides	each	\$85	0	\$0	
Organochlorine Pesticides and PCBs	each	\$135	0	\$0	
Organophosphorous Pesticides	each	\$85	0	\$0	
Chlorinated Herbicides	each	\$85	0	\$0	
Phthalate Esters	each		0	\$0	
Phenols	each		0	\$0	
SVOCs	each	\$130	0	\$0	
VOCs	each	\$70	0	\$0	
Lab EDF Fee	each	1%		\$42	\$4,214
Administrative Fee (10%)					\$421
TASK TOTAL					\$9,798

Task 1B. Annual Monitoring

(Monitoring and Reporting Program Order No. R3-2008-0050) - 2012/2013

Landfill gas probes TO-14, landfill leachate tanks

Professional Services

Technician	hour	\$85	3	\$255	
Sr Geologist	hour	\$173	1	\$173	\$428
Office Serv. Fee (5%)					\$21

Travel

Field Vehicle (4x4)	day	\$85	0	\$0	
Mileage	mile	0.50	0	\$0	\$0

Chargeable Equipment/Consumable Materials

Filters	each	\$18	2	\$36	
Per Location Charge	each	\$35	2	\$70	\$106

Laboratory Analysis

SCOPE: Sample kit delivery, sample transport, analysis, lab and field QA/QC, electronic deliverable

Cl	each	\$10	2	\$20	
Alkalinity	each	\$9	2	\$18	
Nitrate	each	\$10	2	\$20	
Sulfate	each	\$10	2	\$20	
TDS	each	\$10	2	\$20	
Ca	each	\$6	2	\$12	
Mg	each	\$6	2	\$12	
K	each	\$6	2	\$12	
Mn	each	\$6	2	\$12	
Na	each	\$6	2	\$12	
8260B VOCs Appendix I & MTBE	each	\$70	2	\$140	
TPHd	each	\$40	2	\$80	
Perchlorate	each	\$35	2	\$70	
VOCs air	each	\$130	7	\$910	
COCs					
Metals	each	\$96	0	\$0	
Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Ni, Se, Ag, Th, Sn, V, Zn					

Hg	each	\$15	0	\$0	
Cyanide	each	\$30	0	\$0	
Sulfide	each	\$30	0	\$0	
Chlorophenoxy Herbicides	each	\$85	0	\$0	
Organochlorine Pesticides and PCBs	each	\$135	0	\$0	
Organophosphorous Pesticides	each	\$85	0	\$0	
Chlorinated Herbicides	each	\$85	0	\$0	
Phthalate Esters	each		0	\$0	
Phenols	each		0	\$0	
SVOCs	each	\$130	0	\$0	
VOCs	each	\$70	0	\$0	
Lab EDF Fee	each	1%		\$14	\$1,372
Administrative Fee (10%)					\$137
TASK TOTAL					\$2,064

Task 1C. LFG Probe Quarterly Monitoring

(Solid Waste Facilities Permit 40-AA-0001) 2012/2013

Landfill gas probes

Professional Services

Technician	hour	\$85	16	\$1,360	
Sr Geologist	hour	\$173	2	\$346	\$1,706
Office Serv. Fee (5%)					\$85

Travel

Field Vehicle (4x4)	day	\$85	2	\$170	
Mileage	mile	0.50	700	\$350	\$520

Chargeable Equipment/Consumable Materials

Field Meter	day	\$100	2	\$200	
Per Location Charge	each	\$35	0	\$0	\$200
TASK TOTAL					\$2,511

Task 1D. AB32 Surface Sweep Quarterly Monitoring

(required by California Air Resources Board) 2012/2013

Landfill OVA surface sweep and AB32 compliance

Professional Services

Technician	hour	\$85	64	\$5,440	
Compliance Specialist	hour	\$128	32	\$4,096	
Project Engineer	hour	\$148	24	\$3,552	
Sr Engineer	hour	\$173	8	\$1,384	\$14,472
Office Serv. Fee (5%)					\$724

Travel

Field Vehicle (4x4)	day	\$85	8	\$680	
Mileage	mile	0.50	1400	\$700	
Lodging	day	\$100	4	\$400	
Per Diem	day	\$48	4	\$192	\$1,972

Chargeable Equipment/Consumable Materials

TVA, GPS, Weather	each	\$175	4	\$700	\$700
TASK TOTAL					\$17,868

Task 1E. Title V Surface Sweep Quarterly Monitoring

(required by California Air Resources Board) 2012/2013

Landfill OVA surface sweep and AB32 compliance

Professional Services

Technician	hour	\$85	48	\$4,080	
Compliance Specialist	hour	\$128	18	\$2,304	

2012

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Project Engineer	hour	\$148	15	\$2,220		
Sr Engineer	hour	\$173	8	\$1,384	\$9,988	
Office Serv. Fee (5%)					\$499	
Travel						
Field Vehicle (4x4)	day	\$85	4	\$340		
Mileage	mile	0.50	1400	\$700		
Lodging	day	\$100	0	\$0		
Per Diem	day	\$48	0	\$0	\$1,040	
Chargeable Equipment/Consumable Materials						
TVA, GPS, Weather	each	\$175	4	\$700	\$700	
			TASK TOTAL			\$12,227

Task 2 -Reporting

Task 2A - Semi-annual Reporting

{Monitoring and Reporting Program Order No. R3-2008- 0050} - 2012/2013

Professional Services

Admin	hour	\$69	4	\$276		
Drafter	hour	\$75	4	\$300		
Staff	hour	\$105	44	\$4,620		
Sr Proj	hour	\$173	16	\$2,768		
Sr Consultant	hour	\$198	8	\$1,584	\$9,548	
Office Serv. Fee (5%)					\$477	
			TASK TOTAL			\$10,025

Task 2B - Title V Semi-annual Reporting

NSPS/SLOAPCD Title V report, LFG system report

Professional Services

Admin	hour	\$69	2	\$138		
Drafter	hour	\$75	2	\$150		
Compliance Specialist	hour	\$128	40	\$5,120		
Sr Proj Eng	hour	\$148	8	\$1,184		
Sr Consultant	hour	\$198	2	\$396	\$6,988	
Office Serv. Fee (5%)					\$349	
			TASK TOTAL			\$7,337

Task 2C - Title V Annual Certification Report

Title V annual certification report

Professional Services

Admin	hour	\$69	0	\$0		
Drafter	hour	\$75	0	\$0		
Compliance Specialist	hour	\$128	12	\$1,536		
Sr Proj Eng	hour	\$148	2	\$296		
Sr Consultant	hour	\$198	1	\$198	\$2,030	
Office Serv. Fee (5%)					\$102	
			TASK TOTAL			\$2,132

COST ESTIMATE

CLIENT: City of Paso Robles
 PROJECT: Paso Robles Landfill Monitoring & Reporting

DATE: 11/30/11
 PROPOSAL NO. P13-97431

ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
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2013 SUMMARY:						
TASK 1 - Site Monitoring						
Task 1A. Semi-Annual MRP Monitoring						\$17,946
Task 1B. Annual Monitoring						\$3,844
Task 1C. LFG Probe Quarterly Monitoring						\$2,511
Task 1D. AB32 Surface Sweep Quarterly Monitoring (assume not done in 2013)						-
Task 1E. Title V Surface Sweep Quarterly Monitoring						\$12,227
Task 2 -Reporting						
Task 2A - Semi-annual MRP Reporting						\$12,401
Task 2B - Title V Semi-annual Reporting						\$7,337
Task 2C - Title V Annual Certification Report						\$2,132
TOTAL for 2013						\$58,399

TASK 1 - Site Monitoring

Task 1A. Semi-Annual MRP Monitoring

(Monitoring and Reporting Program Order No. R3-2008-0060) - 2012/2013

Groundwater levels, groundwater sample collection and analysis, vadose zone sampling, landfill gas monitoring probes, COCs Spring 2013

Professional Services

Technician	hour	\$85	36	\$3,060	
Sr Geologist	hour	\$173	3	\$519	\$3,579
Office Serv. Fee (5%)					\$179

Travel

Field Vehicle (4x4)	day	\$85	4	\$340	
Lodging	day	\$100	2	\$200	
Per Diem	day	\$50	2	\$100	
Mileage	mile	0.50	700	\$350	\$990

Chargeable Equipment/Consumable Materials

Filters	each	\$18	18	\$324	
Per Location Charge	each	\$35	18	\$630	\$954

Laboratory Analysis

SCOPE: Sample kit delivery, sample transport, analysis, lab and field QA/QC, electronic deliverable.

Cl	each	\$10	18	\$180	
Alkalinity	each	\$9	18	\$162	
Nitrate	each	\$10	18	\$180	
Sulfate	each	\$10	18	\$180	
TDS	each	\$10	18	\$180	
Ca	each	\$6	18	\$108	
Mg	each	\$6	18	\$108	
K	each	\$6	18	\$108	
Mn	each	\$6	18	\$108	
Na	each	\$6	18	\$108	
8260B VOCs Appendix I & MTBE	each	\$70	20	\$1,400	

2013COC

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ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
TPHd	each	\$40	18	\$720		
Perchlorate	each	\$35	18	\$630		
VOCs air	each	\$130	0	\$0		
COCs						
Metals	each	\$96	9	\$864		
Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Ni, Se, Ag, Th, Sn, V, Zn						
Hg	each	\$15	9	\$135		
Cyanide	each	\$30	9	\$270		
Sulfide	each	\$30	9	\$270		
Chlorophenoxy Herbicides	each	\$85	9	\$765		
Organochlorine Pesticides and PCBs	each	\$135	9	\$1,215		
Organophosphorous Pesticides	each	\$85	9	\$765		
Chlorinated Herbicides	each	\$85	9	\$765		
Phthalate Esters	each		9	\$0		
Phenols	each		9	\$0		
SVOCs	each	\$130	9	\$1,170		
VOCs	each	\$70	9	\$630		
Lab EDF Fee	each	1%		\$110	\$11,131	
Administrative Fee (10%)					\$1,113	
			TASK TOTAL			\$17,946

Task 1B. Annual Monitoring

(Monitoring and Reporting Program Order No. R3-2008-0050) - 2012/2013

Landfill gas probes TO-14, landfill leachate tanks

Professional Services

Technician	hour	\$85	4	\$340		
Sr Geologist	hour	\$173	1	\$173	\$513	
Office Serv. Fee (5%)					\$26	

Travel

Field Vehicle (4x4)	day	\$85	0	\$0		
Mileage	mile	0.50	0	\$0	\$0	

Chargeable Equipment/Consumable Materials

Filters	each	\$18	2	\$36		
Per Location Charge	each	\$35	2	\$70	\$106	

Laboratory Analysis

SCOPE: Sample kit delivery, sample transport, analysis, lab and field QA/QC, electronic deliverable.

Cl	each	\$10	2	\$20		
Alkalinity	each	\$9	2	\$18		
Nitrate	each	\$10	2	\$20		
Sulfate	each	\$10	2	\$20		
TDS	each	\$10	2	\$20		
Ca	each	\$6	2	\$12		
Mg	each	\$6	2	\$12		
K	each	\$6	2	\$12		
Mn	each	\$6	2	\$12		
Na	each	\$6	2	\$12		
8260B VOCs Appendix I & MTBE	each	\$70	2	\$140		
TPHd	each	\$40	2	\$80		
Perchlorate	each	\$35	2	\$70		
VOCs air	each	\$130	7	\$910		
COCs						

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ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
Metals	each	\$96	2	\$192		
Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Ni, Se, Ag, Th, Sn, V, Zn						
Hg	each	\$15	2	\$30		
Cyanide	each	\$30	2	\$60		
Sulfide	each	\$30	2	\$60		
Chlorophenoxy Herbicides	each	\$85	2	\$170		
Organochlorine Pesticides and PCBs	each	\$135	2	\$270		
Organophosphorous Pesticides	each	\$85	2	\$170		
Chlorinated Herbicides	each	\$85	2	\$170		
Phthalate Esters	each		2	\$0		
Phenols	each		2	\$0		
SVOCs	each	\$130	2	\$260		
VOCs	each	\$70	2	\$140		
Lab EDF Fee	each	1%		\$29	\$2,909	
Administrative Fee (10%)					\$291	
			TASK TOTAL			\$3,844

Task 1C. LFG Probe Quarterly Monitoring

(Solid Waste Facilities Permit 40-AA-0001) 2012/2013

Landfill gas probes

Professional Services

Technician	hour	\$85	16	\$1,360		
Sr Geologist	hour	\$173	2	\$346	\$1,706	
Office Serv. Fee (5%)					\$85	

Travel

Field Vehicle (4x4)	day	\$85	2	\$170		
Mileage	mile	0.50	700	\$350	\$520	

Chargeable Equipment/Consumable Materials

Field Meter	day	\$100	2	\$200		
Per Location Charge	each	\$35	0	\$0	\$200	
			TASK TOTAL			\$2,511

Task 1D. AB32 Surface Sweep Quarterly Monitoring

(required by California Air Resources Board) 2012/2013

Landfill OVA surface sweep and AB32 compliance

Professional Services

Technician	hour	\$85	64	\$5,440		
Compliance Specialist	hour	\$128	32	\$4,096		
Project Engineer	hour	\$148	24	\$3,552		
Sr Engineer	hour	\$173	8	\$1,384	\$14,472	
Office Serv. Fee (5%)					\$724	

Travel

Field Vehicle (4x4)	day	\$85	8	\$680		
Mileage	mile	0.50	1400	\$700		
Lodging	day	\$100	4	\$400		
Per Diem	day	\$48	4	\$192	\$1,972	

Chargeable Equipment/Consumable Materials

TVA, GPS, Weather	each	\$175	4	\$700	\$700	
			TASK TOTAL			\$17,868

Task 1E. Title V Surface Sweep Quarterly Monitoring

(required by California Air Resources Board) 2012/2013

Landfill OVA surface sweep and AB32 compliance

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ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
Professional Services						
Technician	hour	\$85	48	\$4,080		
Compliance Specialist	hour	\$128	18	\$2,304		
Project Engineer	hour	\$148	15	\$2,220		
Sr Engineer	hour	\$173	8	\$1,384	\$9,988	
Office Serv. Fee (5%)					\$499	
Travel						
Field Vehicle (4x4)	day	\$85	4	\$340		
Mileage	mile	0.50	1400	\$700		
Lodging	day	\$100	0	\$0		
Per Diem	day	\$48	0	\$0	\$1,040	
Chargeable Equipment/Consumable Materials						
TVA, GPS, Weather	each	\$175	4	\$700	\$700	
			TASK TOTAL			\$12,227

Task 2 -Reporting

Task 2A - Semi-annual MRP Reporting

(Monitoring and Reporting Program Order No. R3-2008-0050) - 2012/2013 (includes COC event)

Professional Services

Admin	hour	\$69	4	\$276		
Drafter	hour	\$75	4	\$300		
Staff	hour	\$105	58	\$6,090		
Sr Proj	hour	\$173	16	\$2,768	\$11,810	
Sr Consultant	hour	\$188	12	\$2,376	\$591	
Office Serv. Fee (5%)						
			TASK TOTAL			\$12,401

Task 2B - Title V Semi-annual Reporting

NSPS/SI/OAPCD Title V report, LFG system report

Professional Services

Admin	hour	\$69	2	\$138		
Drafter	hour	\$75	2	\$150		
Compliance Specialist	hour	\$128	40	\$5,120		
Sr Proj Eng	hour	\$148	8	\$1,184	\$6,988	
Sr Consultant	hour	\$198	2	\$396	\$349	
Office Serv. Fee (5%)						
			TASK TOTAL			\$7,337

Task 2C - Title V Annual Certification Report

Title V annual certification report

Professional Services

Admin	hour	\$69	0	\$0		
Drafter	hour	\$75	0	\$0		
Compliance Specialist	hour	\$128	12	\$1,536		
Sr Proj Eng	hour	\$148	2	\$296		
Sr Consultant	hour	\$198	1	\$198	\$2,030	
Office Serv. Fee (5%)					\$102	
			TASK TOTAL			\$2,132

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**GOLDER ASSOCIATES INC.
NORTHERN CALIFORNIA
PROFESSIONAL RATE SCHEDULE FOR CALENDAR YEAR 2011**

Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

Billing Level	Personnel Category	Hourly Rate (U.S.\$)
LA1	Admin Support	\$69
LA2	Staff Admin Support	\$74
LA3	Senior Admin Support	\$79
LT1	Technician	\$75
LT2	Staff Technician	\$85
LT3	Senior Technician	\$95
LD1	Draftsperson	\$75
LD2	Staff Draftsperson	\$85
LD3	Senior Draftsperson	\$95
LV1	Engineer/Scientist	\$95
LV2	Staff Engineer/Scientist	\$105
LV3	Project Engineer/Scientist	\$128
LV4	Senior Project Engineer/Scientist	\$148
LV5	Senior Engineer/Scientist	\$173
LV6	Senior Consultant	\$198
LV7	Practice/Program Leader	\$230

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 15%.

An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable and customary in-house photocopying will be billed at a minimum of 7% of the total labor fees. This Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. These services will be billed at the following rates:

SERVICE	RATE
CAD/GIS Computers	\$20/hour
Color Photocopies	\$0.20/page
Color Plotter (D&E size)	\$5/sq ft

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.



GOLDER ASSOCIATES INC
UNIT CHARGE FORM
 Dept:1134

Site: _____
 Description of work: _____
 Form prepared by: _____

Project No. _____
 Phase No. _____
 Field Dates: _____

DESCRIPTION	UNIT COST	QUANTITY	TOTAL COST
FIELD EQUIPMENT/SUPPLIES			
Field Vehicle	\$85 / day		
Generator (5 KW)	\$55 / day		
Horiba U-10 Multimeter w/ flow cell	\$75 / day		
YSI Multimeter	\$75 / day		
Meter, Gastech Innova LS (methane, H2S)	\$75 / day		
Meter, Landtec GEM 2000	\$100 / day		
Meter, Organic Vapor Analyzer (FID)/(PID)	\$100 / day		
Meter, Turbidity	\$25 / day		
Probe, Water Level Indicator	\$20 / day		
Pump, 2" Rediflow Electric Submersible	\$75 / day		
Pump, ES-60 Electric Submersible	\$30 / day		
Pump, Peristaltic	\$25 / day		
Pump, Trash	\$50 / day		
Steam Cleaner with Generator	\$100 / day		
#3 Master lock	\$12.50		
Viton tubing (L/S-15) (foot)	\$12.00		
C-Flex tubing (L/S-15) (foot)	\$3.00		
Teflon Tubing (1/4") (per foot)	\$4.00		
LDPE Tubing (1/4") (per foot)	\$0.50		
55-gallon drum	\$50.00		
Soakase oil absorbant socks	\$10.00		
Stainless tubes - 2"x6" w/ teflon tape/caps	\$10.00		
Field notebooks (each)	\$15.00		
Deionized water (gal.)	\$0.50		
Field sample filters	\$18.00		
Sampling line (roll)	\$4.00		
Disposable gloves, pair (dozen)	\$8.00		
Nitrile outer gloves, pair	\$2.00		
Bailers - weighted, disposable 36"	\$10.00		
Per Location Charge Sampling			
Vehicle mileage (mile)	\$0.55		
OFFICE EQUIPMENT/SUPPLIES			
GIS/CAD computer time	\$20 / hr		
Color photocopies	\$0.20 / copy		
Large-format color plots	\$5 / sq ft		
Google Earth high-res image	\$50.00		
OTHER			

TOTAL _____

G:\Admin\Fee Schedules\Unit Charges\2008 STANDARD Unit Charges.xls

EXHIBIT C: INSURANCE REQUIREMENTS
TO
PROFESSIONAL SERVICES AGREEMENT

Consultant shall, at all times it is performing services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required by this Agreement. Any insurance proceeds available to Consultant in excess of the limits and coverage required in this agreement and that is applicable to a given loss will be available to City.

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall not be less than \$1,000,000 each occurrence and \$2,000,000 aggregate;

2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits shall not be less than \$1,000,000 each accident. If Consultant or its employees will use personal autos in any way in connection with performance of the Services, Consultant shall provide evidence of personal auto liability coverage for each such person.

3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability insurance, with minimum limits of \$1 million per occurrence.

4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements shall provide coverage as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in performance of the Services. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

5. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must include the type of work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.

6. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of insurance business in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

7. General conditions pertaining to provision of insurance coverage by Consultant.

Consultant and City agree to the following with respect to insurance provided by Consultant:

- a. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992, or an equivalent acceptable to the City. Consultant also agrees to require all contractors, and subcontractors to do likewise.
- b. No liability insurance coverage provided to comply with this Agreement, except the Professional Liability Coverage policy, shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- c. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
- d. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises, and City shall be responsible for the cost of any additional insurance required. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- e. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this agreement in accordance with Section 22 of the Agreement.
- f. Policies are to be endorsed to reflect that the insurer will provide 30 days' notice of cancellation except 10 days' notice for non-payment of premium, to City. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- g. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, with the exception of Workers Compensation and Professional Liability coverages, is intended to apply

first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City but only as it relates to Consultant's negligent performance of this Agreement.

- h. Consultant agrees to require that subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage required of Consultant; provided, however that only subconsultants performing professional services will be required to provide professional liability insurance. Consultant agrees to monitor and review all such certificates of insurance received from a subconsultant for conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Services will be submitted to City for review.
- i. Any deductible or self-insured retention must be declared to the City.
- j. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change and Consultant shall agree to such change in writing. If such change results in additional cost to the Consultant, and the City requires Consultant to obtain the additional coverage, the City will pay Consultant the additional cost of the insurance.
- k. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- l. Consultant will endeavor to renew the required coverages for a minimum of three years following completion of the Services or termination of this agreement and, if Consultant is unable to do so, Consultant will notify City at least thirty days prior to the cancellation or expiration of the policy or policies.
- m. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

EXHIBIT D

This Exhibit defines the acronyms used in this Professional Services Agreement and applies wherever those terms are used.

LIST OF ACRONYMS

ADC	Alternate Daily Cover
AG	Agriculture
APCD	Air Pollution Control District
APN	Assessor Parcel Number
CAT	Caterpillar
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CALRECYCLE	California Department of Resources Recycling and Recovery
COC	Constituents of Concern
CQA	Construction Quality Assurance
CRT	Cathode-ray tube
DCBM	Dibromochloromethane
EA	Enforcement Agency
FEMA	Federal Emergency Management Agency
CARB	California Air Resources Board
CY	Cubic Yard
GCL	Geosynthetic Clay Liner
GCCS	Landfill Gas Collection and Control System
HDPE	High Density Polyethylene
HHW	Household Hazardous Waste
IWMA	Integrated Waste Management Association

IWMF	Integrated Waste Management Facility
JTD	Joint Technical Document
LCRS	Leachate Collection and Recovery System
LEA	Local Enforcement Agency
LFG	Landfill Gas
MMBtu	Million British Thermal Units
MPE	Maximum Probable Earthquake
MRP	Monitoring and Reporting Program
MSL	Mean Sea Level
MSW	Municipal Solid Waste
MW	Monitoring Well
NMOC	Non-Methane Organic Compounds
NSPS	New Source Performance Standards
OVA	Organic Vapor Analyzer
PVC	Polyvinyl chloride
PWS	Pacific Waste Services, Inc.
QA/QC	Quality Assurance/Quality Control
RDSI	Report of Disposal Site Information
RoWD	Report of Waste Discharge
RWQCB	Regional Water Quality Control
SLOAPCD	San Luis Obispo County Air Pollution Control District
SSM	Start-Up, Shutdown and Malfunction
SWFP	Solid Waste Facility Permit
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TDS	Total Dissolved Solids

TPD	Tons Per Day
TPH-d	Total Petroleum Hydrocarbons as Diesel
TPY	Tons Per Year
USGS	United States Geological Society
VOCs	Volatile Organic Compounds
WDR	Waste Discharge Requirements