



June 20, 2019

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE THE BOARD CHAIR TO SIGN, PROPOSED CONTRACT NO. 19-016 WITH CHANG ENVIRONMENTAL, FOR GROUNDWATER FIELD MONITORING SERVICES AT THE TOLAND ROAD LANDFILL AND CLOSED LANDFILL SITES

RECOMMENDATION

Approve, and authorize the Board Chair to sign, proposed Contract No. 19-016 with Chang Environmental for groundwater field monitoring services in an amount not to exceed \$58,000 in FY2019-20.

FISCAL IMPACT

The funding for this contract is included in the adopted FY2019-20 District budget under account codes 25-401-52079-400301 (\$13,500), 25-452-52079-400801 (\$11,700), 25-451-52079-400803 (\$14,100), 25-410-52079-411500 (\$11,700), 25-453-52079-400805 (\$4,000), and 25-454-52079-400804 (\$3,000).

BACKGROUND/ANALYSIS

Groundwater monitoring at our landfill sites is a key component to our overall regulatory compliance program at the District. It is a highly specialized discipline and requires a level of expertise and understanding that is critical to the overall success of the District's compliance program.

In FY2016, the District conducted a search, pursuant to the District's formal consultant selection procedures as outlined in VRSD Resolution 89-13, for a groundwater consultant with expertise in monitoring landfill sites. Of the numerous firms identified and reviewed by District staff, Chang Environmental was found to be the only one with exclusive experience managing groundwater programs at landfill sites – all which were located in Southern California. Chang Environmental is owned and operated by Paul Chang, a professionally-licensed geologist and hydrogeologist in the State of California. In addition to extensive landfill experience, Chang Environmental rates continue to be, on average, 20 percent below those of their competition.

Starting in FY2018, Chang Environmental services were modified to focus solely on the fieldwork component of groundwater monitoring at District landfills. The analysis and

report preparation is coordinated through Chang Environmental and a new consultant, SCS Engineers. This relationship has provided an ideal result for the District – cost-effective and expert fieldwork from a smaller firm like Chang Environmental coupled with the analytical resources of a larger firm like SCS Engineers. Chang Environmental has continued to provide strong service and the relationship developed by the two firms has proven to be very successful.

Chang Environmental has successfully completed four years of groundwater sampling at all District landfill sites. During this time, he has helped District staff to make improvements to our overall groundwater monitoring program. He continues to complete his work within the budgets he provides each year.

The District desires to streamline contract processing in the future. To this end, staff has written the contract to minimize administrative burden and cost to achieve this goal. Going forward, staff would request additional funding annually by including the associated costs within each fiscal year's proposed budget. Additionally, the contract contains language indicating extension is contingent upon approval of future year funding. This leaves the fiscal control in the hands of the VRSD Board but at the same time minimizes the administrative burden and cost to VRSD to extend the contract.

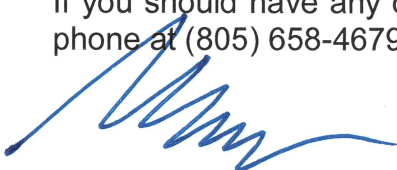
CURRENT PROPOSAL

For FY2019, VRSD staff would like to retain Chang Environmental for the following field sampling responsibilities at each District landfill site:

- (1) Groundwater level measurement; and
- (2) Purging of wells; and
- (3) Sampling of wells; and
- (4) Delivery coordination of samples to lab with chain of custody; and Contingency retest sampling, if required.


This letter and the associated contract have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4679 or via email at mattbaumgardner@vrzd.com.



MATT BAUMGARDNER, DIRECTOR OF OPERATIONS

APPROVED FOR BUDGET IMPACT:


Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:



Chris Theisen, General Manager

Attachments: VRSD Contract No. 19-016

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**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-016**

**AGREEMENT FOR
GROUNDWATER MONITORING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CHANG ENVIRONMENTAL, INC.**

THIS AGREEMENT is made and entered into this 20th day of June 2019, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and CHANG ENVIRONMENTAL, INC., a California Corporation ("CONSULTANT"). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing groundwater monitoring services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide groundwater monitoring services to the DISTRICT.

C. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide groundwater monitoring services at the five landfills managed by the DISTRICT.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

AGREEMENT

ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT'S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide groundwater monitoring services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

F. CONSULTANT's provision of groundwater monitoring activities to the DISTRICT must be conducted in compliance with all applicable terms, conditions and requirements in the various Monitoring and Reporting Programs (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB) to the DISTRICT for its facilities.

ARTICLE 2: TERM OF CONTRACT

A. Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2024.

B. This Agreement may be extended annually, no more than four (4) times, by mutual agreement of the Parties. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD") shall prepare in a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for groundwater monitoring services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS

A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

ARTICLE 5: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$58,000 without a mutually acceptable, written amendment hereto.

ARTICLE 6: TERMINATION OF CONTRACT

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.

B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.

C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

ARTICLE 9: SUBCONSULTANTS

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and CONSULTANT do covenant that each individual executing this Agreement on behalf of each Party is a person duly authorized and empowered to execute Agreements for such Party.

ARTICLE 11: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: TERMS

No alteration or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

ARTICLE 14: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 15: COMPLIANCE WITH LAWS

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

ARTICLE 16: FORCE MAJEURE

Neither CONSULTANT nor DISTRICT shall be liable or deemed to be in default for any delay or failure in performance under this Agreement due to interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of CONSULTANT or DISTRICT.

ARTICLE 17: DISPUTE RESOLUTION

In the event that CONSULTANT and DISTRICT have a dispute concerning the payment of sums pursuant to their Contract, the Parties agree to be governed by Public Contracts Code Section 20104, et seq. In the event of such dispute, CONSULTANT shall file a written claim with DISTRICT. DISTRICT shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

ARTICLE 18: MODIFICATION or AMENDMENT

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

ARTICLE 19: NOTICES

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: Paul Chang
CHANG ENVIRONMENTAL, INC.
23890 Copper Hill Drive, #226
Valencia, CA 91354

To DISTRICT: Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

or to such other address as either Party may designate hereinafter in writing delivered to the other Party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 20: EXECUTION IN COUNTERPARTS

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.


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IN WITNESS WHEREOF, the Parties hereto have executed this agreement the day and year first above written.

VENTURA REGIONAL
SANITATION DISTRICT

CHANG ENVIRONMENTAL, INC.

By _____
KEVIN KILDEE
Chairman of the Board

By  _____
PAUL CHANG
President

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

ATTEST:

By _____
JULIET RODRIGUEZ
Clerk of the Board

EXHIBIT A

STATEMENT OF WORK & RATE SHEET

The following specifies the work statement/scope of work to be performed by CONSULTANT and the rates to be charged in connection with CONSULTANT'S delivery of groundwater monitoring services to DISTRICT.

I. STATEMENT OR SCOPE OF WORK

General scope of work is outlined below. Specific tasks for each site are discussed in the following sections.

TASK 1 – Field Sampling

A. As part of the groundwater monitoring programs, CONSULTANT shall measure groundwater levels in all designated wells prior to sampling activities using equipment that is decontaminated before use.

B. CONSULTANT shall record the depth to water to the nearest 0.01 foot in the field log for each groundwater well.

C. CONSULTANT shall purge and sample each well using dedicated pumps following the standard low-flow purging and sampling method.

1. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.

Consultant Assumption: all monitoring wells will be readily accessible and all required equipment, such as a sounder, pump controller, field meter, air source, etc., will be provided by DISTRICT and will be in good working order.

D. CONSULTANT shall collect groundwater samples in appropriate sample containers provided by an appropriate analytical laboratory.

1. For dissolved metal analysis, samples will be filtered in the field.

2. Samples will be preserved as required, placed on ice in a cooler, and delivered to the laboratory courier.

3. Chain-of-custody documentation will be generated and accompany each sample.

4. CONSULTANT will coordinate with the laboratory for sample container delivery and sample pickup.

5. Purged groundwater will be contained in drums or portable containers. This water will be disposed by discharging the water into the designated discharge point as directed by DISTRICT personnel.

Consultant Assumption: disposal costs and additional labor will not be required.

6. Since Bailard, Coastal/Santa Clara, and Toland Road landfills have been designated by the RWQCB for the per- and polyfluoroalkyl substances (PFAS) sampling, CONSULTANT

shall use the PFAS sampling workplan which has been prepared and submitted by SCS Engineers for each DISTRICT landfill.

7. The costs related to this one-time groundwater sampling event, including duplicated and blanks as specified in the workplan, are included below.

Contract Assumption: Other site monitoring not directly related to the groundwater monitoring programs, such as standard observations, will be conducted by the DISTRICT.

TASK 2 – Contingency Retest Sampling

Data evaluation and reporting will be conducted by a different DISTRICT consultant. Based on statistical and non-statistical data evaluation, a retest sampling program may be required. Retest sampling consists of collecting two independent groundwater samples from each well with tentative indication of a release. As directed by DISTRICT, CONSULTANT will collect the necessary retest samples and submit them for laboratory analysis. Five such retesting events are planned for this proposal.

II. SCHEDULE

The scope of work outlined above will be performed from July 2018 through June 2019. Groundwater sampling will be performed as follows:

Site	Period	Sampling Month
Bailard	Summer/Fall & Annual	November 2019
Bailard	Winter/Spring	May 2020
Coastal/Santa Clara	Summer/Fall	October 2019
Coastal/Santa Clara	Winter/Spring & Annual	April 2020
Ozena	Annual	January 2020
Tierra Rejada	Fall/Winter	September 2019
Tierra Rejada	Spring/Summer & Annual	March 2020
Toland Road	Spring/Summer	September 2019
Toland Road	Fall/Winter & Annual	March 2020

Every attempt will be made to measure and collect groundwater samples as scheduled above. CONSULTANT will not be responsible for delays in the schedule due to forces outside its control, such as weather. DISTRICT and, if necessary, the RWQCB will be informed of any potential delays to the schedule.

III. CONSULTANT FEES

CONSULTANT will perform the above tasks on a time-and-materials basis consistent with the Rate Sheet (see section below). The allotted charges and specific scope for each landfill is as follows:

Bailard Landfill

Task 1: Field Sampling \$11,900

Groundwater monitoring activities will be conducted at nine designated wells (Nos. 30A5, 30C1, 30C4, 30F4, 30H3, 30J4, 30L3, EMP-1S, And EMP-4D).

Bailard Landfill Total **\$11,900**

Coastal/Santa Clara Landfill

Task 1: Field Sampling \$19,000

Groundwater monitoring activities will be conducted at 31 designated wells (Nos. 28C7s, 28C8s, 28C6, 29A2m, 29C2m, 29D1, 29D2, 29D3, 29E6, 29E9, 29F5, 29F6, 29G4s, 29G4m, 29G4d, 29L1, 29L3, 29M2, 29M3, 29M5, 29M6, EMP-2S, EMP-2D, EMP-3S, EMP-3D, EMP-5S, EMP-5D, EMP-6S, EMP-6D, EMP-7S, and EMP-7D). All-terrain vehicle will be provided by DISTRICT for sampling.

Coastal/Santa Clara Landfill Total **\$19,000**

Ozena Landfill

Task 1: Field Sampling \$3,000

Groundwater monitoring activities will be conducted at three designated wells (OZ-1, OZ-2, and OZ-3).

Ozena Landfill Total **\$3,000**

Tierra Rejada Landfill

Task 1: Field Sampling \$4,000

Groundwater monitoring activities will be conducted at three designated wells (MW-1, MW-12, and MW-13) with water levels measured at three piezometers (P-1, P-2, and P-3).

Tierra Rejada Landfill Total **\$4,000**

Toland Road Landfill

Task 1: Field Sampling \$11,300

Groundwater monitoring activities will be conducted at six designated wells (TMW-1, TMW-2, TMW-3, TMW-4, TMW-5, and OWTS-1). Cost also includes leachate sampling to be conducted in October 2018.

Toland Road Landfill Total **\$11,300**

Task 1 Subtotal **\$49,200**

Task 2: Contingency Retest Sampling

\$8,800

PROJECT TOTAL*

\$58,000

* Does not include costs for disposal of groundwater, and cleaning fluids, or personal protective equipment, if required, other than standard Level D equipment such as boots, gloves, and eye protection.

III. RATE SHEET

A. Personnel Charges

<u>Professional</u>	<u>Rate Per Hour</u>
Principal	\$145
Senior/Project Geologist	\$130
Field Technician	\$95

Deposition and expert witness testimony, including preparation time, will be charged at 150% of the above rates. Travel time will be charged in accordance with the above rates, up to a maximum of eight hours per day.

B. Direct Charges

Auto or pick-up truck, per mile	\$0.70
Copying, per sheet	\$0.15
Faxes, per page	\$1.50
Chargeable equipment	Per supplemental schedule

C. Outside Services

Charges for outside services, equipment. And facilities not furnished directly by CONSULTANT will be billed at cost plus 10 percent. Such charges may include, but not be limited to, the following services:

- Printing and photographic reproduction
- Rental and operation of drilling/sampling equipment
- Laboratory services
- Rented vehicles
- Rented field equipment
- Shipping charges
- Sub-consultants
- Special fees, permits, insurance, etc.
- Consumable materials

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