

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

AGREEMENT  
**31115**

THIS AGREEMENT is made and entered, in duplicate, as of January 1, 2009, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 16, 2008, by and between RINCON CONSULTANTS, INC., a California corporation, ("Consultant"), with a place of business at 790 E. Santa Clara Street, Ventura, CA 93001, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with environmental review on an "as-needed" basis ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these as-needed specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Nine Hundred Thousand Dollars (\$900,000.00), at the rates or charges shown in Exhibit "A". By entering into this agreement, the City does not guarantee or promise that the City will engage the services of Consultant for a special project or projects. The City

1 will request the services of Consultant only as and if the City needs and requires  
2 those services.

3 B. Consultant may select the time and place of performance for  
4 these services; provided, however, that access to City documents, records and the  
5 like, if needed by Consultant, shall be available only during City's normal business  
6 hours and provided that milestones for performance, if any, are met.

7 C. Consultant has requested to receive regular payments. City  
8 shall pay Consultant in due course of payments following receipt from Consultant  
9 and approval by City of invoices showing the services or task performed, the time  
10 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
11 on the invoices that Consultant has performed the services in full conformance  
12 with this Agreement and is entitled to receive payment. Each invoice shall be  
13 accompanied by a progress report indicating the progress to date of services  
14 performed and covered by the invoice, including a brief statement of any Project  
15 problems and potential causes of delay in performance, and listing those services  
16 that are projected for performance by Consultant during the next invoice cycle.  
17 Where billing is done and payment is made on an hourly basis, the parties  
18 acknowledge that this arrangement is either customary practice for Consultant's  
19 profession, industry or business, or is necessary to satisfy audit and legal  
20 requirements which may arise due to the fact that City is a municipality.

21 D. Consultant represents that Consultant has obtained all  
22 necessary information on conditions and circumstances that may affect its  
23 performance and has conducted site visits, if necessary.

24 E. CAUTION: Consultant shall not begin work until this  
25 Agreement has been signed by both parties and until Consultant's evidence of  
26 insurance has been delivered to and approved by City.

27 2. TERM. The term of this Agreement shall commence at midnight on  
28 January 1, 2009, and shall terminate at 11:59 p.m. on December 31, 2011, unless sooner

1 terminated as provided in this Agreement, or unless the services or the Project is  
2 completed sooner.

3           3.     COORDINATION AND ORGANIZATION.

4           A.     Consultant shall coordinate its performance with City's  
5 representative, **Jill Griffiths**. Consultant shall advise and inform City's  
6 representative of the work in progress on the Project in sufficient detail so as to  
7 assist City's representative in making presentations and in holding meetings on  
8 the Project. City shall furnish to Consultant information or materials, if any,  
9 described in Exhibit "B", attached to this Agreement and incorporated by this  
10 reference, and shall perform any other tasks described in the Exhibit.

11           B.     The parties acknowledge that a substantial inducement to City  
12 for entering this Agreement was and is the reputation and skill of Consultant's key  
13 employee, **Joseph Power**. City shall have the right to approve any person  
14 proposed by Consultant to replace that key employee.

15           4.     INDEPENDENT CONTRACTOR. In performing its services,  
16 Consultant is and shall act as an independent contractor and not an employee,  
17 representative or agent of City. Consultant shall have control of Consultant's work and  
18 the manner in which it is performed. Consultant shall be free to contract for similar  
19 services to be performed for others during this Agreement; provided, however, that  
20 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.  
21 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from  
22 Consultant's compensation; (b) City will not secure workers' compensation or pay  
23 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide  
24 and Consultant is not entitled to any of the usual and customary rights, benefits or  
25 privileges of City employees. Consultant expressly warrants that neither Consultant nor  
26 any of Consultant's employees or agents shall represent themselves to be employees or  
27 agents of City.

28           5.     INSURANCE.

1           A. As a condition precedent to the effectiveness of this  
2 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
3 duration of this Agreement, from insurance companies that are admitted to write  
4 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
5 Company or from authorized non-admitted insurance companies subject to  
6 Section 1763 of the California Insurance Code and that have ratings of or  
7 equivalent to A:VIII by A.M. Best Company, the following insurance:

8           (a) Commercial general liability insurance (equivalent in scope to  
9 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
10 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
11 coverage shall include but not be limited to broad form contractual liability,  
12 cross liability, independent contractors liability, and products and  
13 completed operations liability. City, its boards and commissions, and their  
14 officials, employees and agents shall be named as additional insureds by  
15 endorsement (on City's endorsement form or on an endorsement  
16 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and  
17 this insurance shall contain no special limitations on the scope of  
18 protection given to City, its boards and commissions, and their officials,  
19 employees and agents. This policy shall be endorsed to state that the  
20 insurer waives its right of subrogation against City, its boards and  
21 commissions, and their officials, employees and agents.

22           (b) Workers' Compensation insurance as required by the California  
23 Labor Code and employer's liability insurance in an amount not less than  
24 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
25 its right of subrogation against City, its boards and commissions, and their  
26 officials, employees and agents.

27           (c) Professional liability or errors and omissions insurance in an  
28 amount not less than \$1,000,000 per claim.

1 (d) Commercial automobile liability insurance (equivalent in scope  
2 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
3 amount not less than \$500,000 combined single limit per accident.

4 B. Any self-insurance program, self-insured retention, or  
5 deductible must be separately approved in writing by City's Risk Manager or  
6 designee and shall protect City, its officials, employees and agents in the same  
7 manner and to the same extent as they would have been protected had the policy  
8 or policies not contained retention or deductible provisions.

9 C. Each insurance policy shall be endorsed to state that  
10 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
11 days prior written notice to City, shall be primary and not contributing to any other  
12 insurance or self-insurance maintained by City, and shall be endorsed to state that  
13 coverage maintained by City shall be excess to and shall not contribute to  
14 insurance or self-insurance maintained by Consultant. Consultant shall notify City  
15 in writing within five (5) days after any insurance has been voided by the insurer or  
16 cancelled by the insured.

17 D. If this coverage is written on a "claims made" basis, it must  
18 provide for an extended reporting period of not less than one hundred eighty (180)  
19 days, commencing on the date this Agreement expires or is terminated, unless  
20 Consultant guarantees that Consultant will provide to City evidence of  
21 uninterrupted, continuing coverage for a period of not less than three (3) years,  
22 commencing on the date this Agreement expires or is terminated.

23 E. Consultant shall require that all subconsultants or contractors  
24 that Consultant uses in the performance of these services maintain insurance in  
25 compliance with this Section unless otherwise agreed in writing by City's Risk  
26 Manager or designee.

27 F. Prior to the start of performance, Consultant shall deliver to  
28 City certificates of insurance and the endorsements for approval as to sufficiency

1 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of  
2 the insurance, furnish to City certificates of insurance and endorsements  
3 evidencing renewal of the insurance. City reserves the right to require complete  
4 certified copies of all policies of Consultant and Consultant's subconsultants and  
5 contractors, at any time. Consultant shall make available to City's Risk Manager  
6 or designee all books, records and other information relating to this insurance,  
7 during normal business hours.

8 G. Any modification or waiver of these insurance requirements  
9 shall only be made with the approval of City's Risk Manager or designee. Not  
10 more frequently than once a year, City's Risk Manager or designee may require  
11 that Consultant, Consultant's subconsultants and contractors change the amount,  
12 scope or types of coverages required in this Section if, in his or her sole opinion,  
13 the amount, scope or types of coverages are not adequate.

14 H. The procuring or existence of insurance shall not be  
15 construed or deemed as a limitation on liability relating to Consultant's  
16 performance or as full performance of or compliance with the indemnification  
17 provisions of this Agreement.

18 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
19 contemplates the personal services of Consultant and Consultant's employees, and the  
20 parties acknowledge that a substantial inducement to City for entering this Agreement  
21 was and is the professional reputation and competence of Consultant and Consultant's  
22 employees. Consultant shall not assign its rights or delegate its duties under this  
23 Agreement, or any interest in this Agreement, or any portion of it, without the prior  
24 approval of City, except that Consultant may with the prior approval of the City Manager  
25 of City, assign any moneys due or to become due Consultant under this Agreement. Any  
26 attempted assignment or delegation shall be void, and any assignee or delegate shall  
27 acquire no right or interest by reason of an attempted assignment or delegation.  
28 Furthermore, Consultant shall not subcontract any portion of its performance without the

1 prior approval of the City Manager or designee, or substitute an approved subconsultant  
2 or contractor without approval prior to the substitution. Nothing stated in this Section  
3 shall prevent Consultant from employing as many employees as Consultant deems  
4 necessary for performance of this Agreement.

5 7. CONFLICT OF INTEREST. Consultant, by executing this  
6 Agreement, certifies that, at the time Consultant executes this Agreement and for its  
7 duration, Consultant does not and will not perform services for any other client which  
8 would create a conflict, whether monetary or otherwise, as between the interests of City  
9 and the interests of that other client. And, Consultant shall obtain similar certifications  
10 from Consultant's employees, subconsultants and contractors.

11 8. MATERIALS. Consultant shall furnish all labor and supervision,  
12 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
13 necessary to or used in the performance of Consultant's obligations under this  
14 Agreement, except as stated in Exhibit "B".

15 9. OWNERSHIP OF DATA. All materials, information and data  
16 prepared, developed or assembled by Consultant or furnished to Consultant in  
17 connection with this Agreement, including but not limited to documents, estimates,  
18 calculations, studies, maps, graphs, charts, computer disks, computer source  
19 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
20 information, material and memorandum ("Data") shall be the exclusive property of City.  
21 Data shall be given to City, and City shall have the unrestricted right to use and disclose  
22 the Data in any manner and for any purpose without payment of further compensation to  
23 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that  
24 Data shall not be made available to any person or entity for use without the prior approval  
25 of City. This warranty shall survive termination of this Agreement for five (5) years.

26 10. TERMINATION. Either party shall have the right to terminate this  
27 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
28 prior notice to the other party. In the event of termination under this Section, City shall

1 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
2 date of termination for which Consultant has not been previously paid. The procedures  
3 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
4 termination, Consultant shall deliver to City all Data developed or accumulated in the  
5 performance of this Agreement, whether in draft or final form, or in process. And,  
6 Consultant acknowledges and agrees that City's obligation to make final payment is  
7 conditioned on Consultant's delivery of the Data to City.

8 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
9 shall not disclose the Data or use the Data directly or indirectly, other than in the course  
10 of performing its services, during the term of this Agreement and for five (5) years  
11 following expiration or termination of this Agreement. In addition, Consultant shall keep  
12 confidential all information, whether written, oral or visual, obtained by any means  
13 whatsoever in the course of performing its services for the same period of time.  
14 Consultant shall not disclose any or all of the Data to any third party, or use it for  
15 Consultant's own benefit or the benefit of others except for the purpose of this  
16 Agreement.

17 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
18 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
19 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
20 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
21 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
22 disclosed pursuant to subpoena or court order.

23 13. ADDITIONAL COSTS AND REDESIGN.

24 A. Any costs incurred by City due to Consultant's failure to meet  
25 the standards required by the scope of work or Consultant's failure to perform fully  
26 the tasks described in the scope of work which, in either case, causes City to  
27 request that Consultant perform again all or part of the Scope of Work shall be at  
28 the sole cost of Consultant and City shall not pay any additional compensation to



1 Consultant for its re-performance.

2 B. If the Project involves construction and the scope of work  
3 requires Consultant to prepare plans and specifications with an estimate of the  
4 cost of construction, then Consultant may be required to modify the plans and  
5 specifications, any construction documents relating to the plans and specifications,  
6 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
7 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
8 This modification shall be submitted in a timely fashion to allow City to receive new  
9 bids within four (4) months after the date on which the original plans and  
10 specifications were submitted by Consultant.

11 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
12 amended, nor any provision or breach waived, except in writing signed by the parties  
13 which expressly refers to this Agreement.

14 15. LAW. This Agreement shall be governed by and construed pursuant  
15 to the laws of the State of California (except those provisions of California law pertaining  
16 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
17 regulations of and obtain all permits, licenses and certificates required by all federal, state  
18 and local governmental authorities.

19 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
20 constitutes the entire understanding between the parties and supersedes all other  
21 agreements, oral or written, with respect to the subject matter in this Agreement.

22 17. INDEMNITY. Consultant shall, with respect to services performed in  
23 connection with this Agreement, indemnify and hold harmless City, its Boards,  
24 Commissions, and their officials, employees and agents (collectively in this Section,  
25 "City") from and against any and all liability, claims, allegations, demands, damage, loss,  
26 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,  
27 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")  
28 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of

1 Consultant, its officers, employees, agents, sub-consultants or anyone under  
2 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,  
3 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of  
4 Indemnitor relating in any way to workers' compensation. Independent of the duty to  
5 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend  
6 City and shall continue this defense until the Claim is resolved, whether by settlement,  
7 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on  
8 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall  
9 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any  
10 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at  
11 Consultant's sole expense, as may be reasonably requested, in the defense.

12 18. AMBIGUITY. In the event of any conflict or ambiguity between this  
13 Agreement and any Exhibit, the provisions of this Agreement shall govern.

14 19. COSTS. If there is any legal proceeding between the parties to  
15 enforce or interpret this Agreement or to protect or establish any rights or remedies under  
16 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

17 20. NONDISCRIMINATION.

18 A. In connection with performance of this Agreement and subject  
19 to applicable rules and regulations, Consultant shall not discriminate against any  
20 employee or applicant for employment because of race, religion, national origin,  
21 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
22 disability. Consultant shall ensure that applicants are employed, and that  
23 employees are treated during their employment, without regard to these bases.  
24 These actions shall include, but not be limited to, the following: employment,  
25 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
26 termination; rates of pay or other forms of compensation; and selection for training,  
27 including apprenticeship.

28 B. It is the policy of City to encourage the participation of

1 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
2 procurement process, and Consultant agrees to use its best efforts to carry out  
3 this policy in its use of subconsultants and contractors to the fullest extent  
4 consistent with the efficient performance of this Agreement. Consultant may rely  
5 on written representations by subconsultants and contractors regarding their  
6 status. City's policy is attached as Exhibit "D" to this Agreement. Consultant shall  
7 report to City in May and in December or, in the case of short-term agreements,  
8 prior to invoicing for final payment, the names of all subconsultants and  
9 contractors hired by Consultant for this Project and information on whether or not  
10 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
11 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

12 21. NOTICES. Any notice or approval required by this Agreement shall  
13 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
14 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
15 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a  
16 copy to the Director of Development Services at the same address. Notice of change of  
17 address shall be given in the same manner as stated for other notices. Notice shall be  
18 deemed given on the date deposited in the mail or on the date personal delivery is made,  
19 whichever occurs first.

20 22. COPYRIGHTS AND PATENT RIGHTS.

21 A. Consultant shall place the following copyright protection on all  
22 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

23 B. City reserves the exclusive right to seek and obtain a patent  
24 or copyright registration on any Data or other result arising from Consultant's  
25 performance of this Agreement. By executing this Agreement, Consultant assigns  
26 any ownership interest Consultant may have in the Data to City.

27 C. Consultant warrants that the Data does not violate or infringe  
28 any patent, copyright, trade secret or other proprietary right of any other party.

1 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
2 and employees harmless from any and all claims, demands, damages, loss,  
3 liability, causes of action, costs or expenses (including reasonable attorney's fees)  
4 whether or not reduced to judgment, arising from any breach or alleged breach of  
5 this warranty.

6 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
7 that Consultant has not employed or retained any entity or person to solicit or obtain this  
8 Agreement and that Consultant has not paid or agreed to pay any entity or person any  
9 fee, commission or other monies based on or from the award of this Agreement. If  
10 Consultant breaches this warranty, City shall have the right to terminate this Agreement  
11 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct  
12 from payments due under this Agreement or otherwise recover the full amount of the fee,  
13 commission or other monies.

14 24. WAIVER. The acceptance of any services or the payment of any  
15 money by City shall not operate as a waiver of any provision of this Agreement or of any  
16 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
17 Agreement shall not constitute a waiver of any other or subsequent breach of this  
18 Agreement.

19 25. CONTINUATION. Termination or expiration of this Agreement shall  
20 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
21 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

22 26. TAX REPORTING. As required by federal and state law, City is  
23 obligated to and will report the payment of compensation to Consultant on Form 1099-  
24 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
25 resulting from payments under this Agreement. Consultant's Employer Identification  
26 Number is [REDACTED] If Consultant has a Social Security Number rather than an  
27 Employer Identification Number, then Consultant shall submit that Social Security  
28 Number in writing to City's Accounts Payable, Department of Financial Management.

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
2 Consultant provides one of these numbers.

3 27. ADVERTISING. Consultant shall not use the name of City, its  
4 officials or employees in any advertising or solicitation for business or as a reference,  
5 without the prior approval of the City Manager or designee.

6 28. AUDIT. City shall have the right at all reasonable times during the  
7 term of this Agreement and for a period of five (5) years after termination or expiration of  
8 this Agreement to examine, audit, inspect, review, extract information from and copy all  
9 books, records, accounts and other documents of Consultant relating to this Agreement.

10 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
11 designed to or entered for the purpose of creating any benefit or right for any person or  
12 entity of any kind that is not a party to this Agreement.

13 IN WITNESS WHEREOF, the parties have caused this document to be duly  
14 executed with all formalities required by law as of the date first stated above.

15 RINCON CONSULTANTS, INC., a  
16 California corporation

17 April 20, 2009

18 By [Signature]  
19 President

20 STEPHEN SUETE  
21 Type or Print Name

22 \_\_\_\_\_, 2009

23 By [Signature]  
24 Secretary

25 Duane Vander Ploym  
26 Type or Print Name

27 "Consultant"

28 CITY OF LONG BEACH, a municipal  
corporation

29 May 8, 2009

30 By [Signature] Assistant City Manager  
31 City Manager

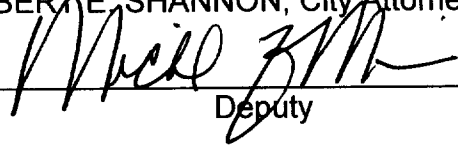
32 "City"

33 EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

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This Agreement is approved as to form on 4/27, 2009.

ROBERT E. SHANNON, City Attorney

By   
Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT "A"

## On-Call Consultants – Services to be rendered

As-needed environmental services including, but not limited to, the following work efforts for the City of Long Beach or its Redevelopment Agency:

- Background Data Review
- Notice of Exemption
- Initial Study
- Negative Declaration or Mitigated Negative Declaration
- Environmental Impact Report
- Mitigation Monitoring and Reporting Program
- Findings of No Significant Impact
- Statement of Overriding Consideration
- Notice of Exclusion
- Environmental Assessment
- Environmental Impact Statement
- Peer review
- Other environmental documentation, as required

Prepare the above environmental documents in accordance with all applicable federal, state and local environmental laws, regulations and guidelines including, but not limited to, the following:

- California Environmental Quality Act (Statutes and Guidelines)
- National Environmental Policy Act
- Council on Environmental Quality Regulations
- Clean Water Act
- Clean Air Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- National Historic Preservation Act
- Archaeological and Historic Preservation Act

Interface with City and Agency staff and represent the City and Agency in meetings with other agencies for the purpose of managing and implementing all actions required for the preparation of environmental documents in order to support certification or adoption of the documents and approval of the associated development projects. Participate in community meetings, as required by the City or the Agency. Additional specific tasks to be performed on behalf of the City or Agency could include:

- Project Planning
- Schedule Development
- Project Meetings
- Community Meeting Support



# RINCON CONSULTANTS, INC.

## Standard Fee Schedule for Environmental, Geoenvironmental, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as discussed under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Hourly Rate</u>
Senior Principal .....	\$ 155-190/hour
Principal .....	\$ 125-150/hour
Supervising Environmental Scientist/Planner .....	\$ 120-140/hour
Senior Environmental Scientist/Planner .....	\$ 110-130/hour
Environmental Scientist/Planner .....	\$ 85-105/hour
Environmental Technician .....	\$ 75-85/hour
Environmental Field Aide .....	\$ 55-65/hour
AutoCAD, GIS Technician .....	\$ 85-95/hour
Graphic Designer .....	\$ 75/hour
Clerical/ Administrative Assistant .....	\$ 55/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

<u>Equipment</u>	<u>Unit Rate</u>	<u>Equipment</u>	<u>Unit Rate</u>
Photo-Ionization Detector (PID)	\$ 120/day	DC Purge Pump	\$ 35/day
Flame Ionization Detector	\$ 200/day	Dissolved Oxygen Meter	\$ 45/day
Four Gas Monitor	\$ 120/day	Turbidity Meter	\$ 30/day
Oil-Water Interface Probe	\$ 85/day	Sound Level Meter	\$ 125/day
Water Level Indicator	\$ 35/day	General Field GPS	\$ 25/job
Temperature-pH-Conductivity Meter	\$ 50/day	Laser Rangefinder	\$ 40/day
Bailer	\$ 25/day	Integrated GPS/GIS	\$ 250/day
Disposable Bailer	\$ 20/each	Field Computer Equipment	\$ 45/day
Hand Auger Sampler	\$ 55/day	Vacuum Gas Chamber Sampler	\$ 25/day
Brass Sample Sleeves	\$ 10/each	Digital Projector/Computer	\$ 60/day
Decontamination Equipment	\$ 25/day	Infrared Sensor Digital Camera	\$ 75/day
Level C Health and Safety Equipment	\$60/person/day	Anemometer	\$ 30/day
Submersible Pump	\$ 160/day	Soil Vapor Extraction Monitoring Equipment	\$ 140/day

### Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

### Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. *Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc.*
2. *Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.*

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