

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Condor Earth Technologies, Inc., a California Corporation, whose address of record is 188 Frank West Circle, Suite I, Stockton, California 95206, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to do groundwater monitoring well and municipal well sampling for PCE and MTBE investigations; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide well sampling services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the well sampling services described in Exhibits "A" and "B" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Environmental Project Manager or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Two Hundred Twenty-Eight Thousand Eight Hundred Thirty-Six Dollars (\$228,836.00).

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from the negligence, recklessness or willful misconduct of Consultant or Consultant's officers, employees, subcontractors, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the negligence, recklessness or willful misconduct of Consultant or its officers, employees, subcontractors, or agents . It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Sections 2778 and 2782.8 of the California Civil Code for the negligence, recklessness or willful misconduct of Consultant or Consultant's officers, employees, subcontractors, or agents. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of 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 the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to

in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

///

///

///

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kenneth Ryja 5/23/16  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

CONSULTANT  
CONDOR EARTH TECHNOLOGIES,  
INC., A California Corporation

BY:   
(Signature)

Alexander Dewitt PG #7502  
(Typed Name)

Its: Vice President  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 94-2908050

ADDRESS: 188 Frank West Circle  
Suite I  
Stockton, CA 95206

TELEPHONE: (209) 234-0518

FAX: (209) 234-0538

E-MAIL: adewitt@condorearth.com



CONDOR EARTH TECHNOLOGIES, INC.  
188 Frank West Circle, Suite I  
Stockton, CA 95206  
Phone 209.234.0518  
Fax 209.234.0538  
www.condorearth.com

May 17, 2016

Mr. Joseph D. Angulo, PG  
Environmental Project Manager  
City of Merced  
678 West 18<sup>th</sup> Street  
Merced, CA 95340

**Subject: Scope of Work for Groundwater Monitoring Well and Municipal Well Sampling Services, Merced, California, Condor Project No. 6599A**

Dear Mr. Angulo:

Condor Earth Technologies, Inc. (Condor) is pleased to provide this Scope of Work for groundwater monitoring well and municipal well sampling services for the City of Merced. Condor prepared this Scope of Work in response to the Request for Proposals (RFP) dated March 17, 2016.

Condor has served central California for over 25 years with offices in Merced, Sonora, Stockton, and Roseville. Condor has over 25 years of experience monitoring groundwater, and has the staff, expertise, and equipment necessary to perform the work described in the RFP and to meet the sampling schedule for the third quarter 2016 regulatory deadlines.

## **PURGING/SAMPLING EQUIPMENT AND METHODOLOGIES**

### **PCE Project Sampling**

The depth-to-water will be measured in all monitoring wells at a site prior to the purging and sampling of any monitoring well. The water levels will be measured to the nearest 0.01 foot with a battery-operated, water level meter. The water level meter tape will be decontaminated in the field with a solution of laboratory-grade, non-phosphate detergent and deionized water and double rinsed with deionized water prior to measuring the water level in each well. The depth to the bottom of each well will be measured at least once each year. The depth-to-water and depth to the bottom of each well will be recorded on a Groundwater Measurement Field Form prepared for each site.

Each monitoring well will be purged until three well-casing volumes of water are removed and until the electrical conductivity, pH, and temperature of the water stabilizes in accordance with Merced County Minimum Monitoring Well Sampling Requirements, September 2002 (pH not varying within +/- 0.1 unit, EC varying less than +/- 10%, and temperature within 0.6 degree C). The field parameters temperature, pH, and electrical conductivity for all monitoring wells, and dissolved oxygen (DO), and oxidation-reduction potential (ORP) for the Parkway Site, will be measured using a YSI meter or equivalent instrument. All field instruments will be calibrated to manufacturer recommended standards; daily calibration logs will be available upon request. The field parameters and the volume of water purged from each well will be recorded on a Groundwater Monitoring Field Form prepared for each well. All water purged from each well will be placed in a truck- or trailer-mounted tank for transport to the City of Merced Wastewater Treatment Plant (WWTP) for disposal.

**EXHIBIT A**

Each well will be allowed to recover to at least 80% of its pre-purge water level before sampling. If a well does not recover to at least 80% of its pre-purge water level before the end of the day, the technician will return the following day to collect a sample from the well. Wells with dedicated Waterra pump system tubing installed will be purged and sampled using a Waterra Inertial Pump. Shallow wells that do not have dedicated Waterra systems installed will be purged and sampled using a new, disposable, polyethylene bailer for each well. Groundwater samples collected using a Waterra Inertial Pump system will be collected by filling the laboratory supplied sample bottles directly from the pump discharge tubing. Groundwater samples collected using bailers will be collected by filling laboratory supplied sample bottles from the bailer using a bottom emptying device on the bailer. During purging and sample collection using a bailer, the technician will minimize agitation of the water in the well casing.

A flow cell will be used at the Parkway PCE site to collect DO and ORP data when using the Waterra Inertial Pump system in deep wells. DO and ORP concentrations will be measured in the shallow wells at the Parkway PCE site by inserting the YSI DO and ORP probes into the water column in the well after the final purge volume is removed from the well. The YSI probe will be decontaminated before use in each well using the decontamination procedures described above.

Groundwater samples will be labeled immediately after collection, and then placed in a chilled cooler. Groundwater samples collected from the PCE project sites will be delivered under chain-of-custody procedures to the laboratory each day.

#### **Municipal Well Site Sampling**

Condor will coordinate with City of Merced Water Division staff for access to well sites. The depth-to-water will be measured in all monitoring wells at a site prior to the purging and sampling of any monitoring well. The water levels will be measured to the nearest 0.01 foot with a battery-operated, water level meter. The water level meter tape will be decontaminated in the field with a solution of laboratory-grade, non-phosphate detergent and distilled water and double rinsed with distilled water prior to measuring the water level in each well. The equipment decontamination process final rinse will consist of distilled water procured from an off-site, non-Merced municipal water source. The depth to the bottom of each monitoring well will be measured at least once each year. The depth-to-water and depth to the bottom of each well will be recorded on a Groundwater Measurement Field Form prepared for each site.

Each monitoring well will be purged until three well-casing volumes of water are removed and until the electrical conductivity, pH, and temperature of the water stabilizes in accordance with Merced County Minimum Monitoring Well Sampling Requirements, September 2002 (pH not varying within +/- 0.1 unit, EC varying less than +/- 10%, and temperature within 0.6 degree C). The field parameters temperature, pH, and electrical conductivity will be measured using a YSI meter or equivalent. All field instruments will be calibrated to manufacturer recommended standards. The field parameters and the volume of water purged from each well will be recorded on a Groundwater Monitoring Field Form prepared for each well. All water purged from each well will be placed in a truck or trailer mounted tank for transport to the WWTP for disposal.

Each well will be allowed to recover to at least 80% of its pre-purge water level before sampling. If a well does not recover to at least 80% of its pre-purge water level before the end of the day, the technician will return the following day to collect a sample from the well. If any monitoring wells at the municipal well sampling sites are equipped with dedicated Waterra pump system tubing, those wells will be purged and sampled using a Waterra Inertial Pump. If no wells have Waterra pump system tubing installed, then deep wells will be purged and sampled using a stainless steel submersible pump. Shallow wells with less than five feet of water column will be purged and sampled using a new, disposable, polyethylene bailer.



Groundwater samples collected using a Waterra Inertial Pump system or bailer will be collected as described above for the PCE Project Sampling. During purging and sample collection using a bailer, the technician will minimize agitation of the water in the well casing.

The stainless steel submersible pump will be decontaminated prior to use in each monitoring well by pumping a solution of laboratory-grade, non-phosphate detergent and distilled water through the pump, followed by pumping clean distilled water through the pump to rinse the pump. Disposable plastic tubing will be used to convey groundwater from the pump to the surface. New disposable tubing will be used in each well. The use of disposable tubing will reduce the potential for cross-contamination between wells. This is especially important considering the low methyl tertiary-butyl ether (MTBE) detection limits required for the project. Groundwater samples will be collected by filling the laboratory supplied sample bottles directly from the pump discharge tubing.

During the months of February and August of each year, the Condor technician will purge all of the monitoring wells. The Condor technician will facilitate sampling by City of Merced Environmental Control Office (ECO) staff by transferring water from the pump discharge or the bailer, using a bottom emptying device, into the sample containers. The ECO staff will deliver the groundwater samples to the laboratory.

During the months of May and November of each year, a Condor technician will collect groundwater samples from the monitoring wells and the municipal water supply pumps. City of Merced Water Division staff will operate the water supply pumps as necessary for the collection of water samples. Water will be purged from the spigot at the municipal water supply pump for a minimum of five (5) minutes prior to sample collection to rinse the spigot. Water samples will be collected from the pumps by discharging water directly from the spigot at the pump into laboratory supplied sample bottles.

Groundwater samples will be labeled immediately after collection, and then placed in a chilled cooler. Groundwater samples collected from Well Site 5B, MW-10C will be stored and shipped in a separate cooler. Condor will ship the groundwater samples under chain-of-custody procedures via Federal Express, United Parcel Service, or another shipping company for overnight delivery to a laboratory in Seattle, Washington.

If any site requires a lane closure of a city street, Condor will subcontract with Safe-T-Lite of Modesto for traffic control. Safe-T-Lite is a licensed traffic control company (license 788082) that has been providing traffic control services for over 20 years.

For both the PCE Project Sampling and the Municipal Well Site Sampling events, Condor will submit PDF scanned copies of field purging and sampling records and Chain-of-Custody documentation to the Engineering Division via email no later than one week after each field event. Original documents will be submitted to the ECO no later than one month after each field event.

## **FEE PROPOSAL AND BUDGET**

Condor prepared a budget for sampling all of the groundwater monitoring wells on the schedule identified in the Request for Proposals. Actual costs will depend on the number of monitoring wells that can be sampled during each sampling event. The cost for each monitoring event will be reduced by approximately \$80 for each well that is dry and can't be sampled.

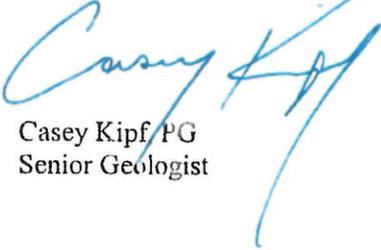
<u>Budget Categories</u>	<u>Task Sub-total</u>
Task 1 – PCE Project Sampling	\$149,870
Task 2 – Municipal Well Site Sampling	\$78,966
<b>Not to Exceed Total Contract Cost</b>	<b>\$228,836</b>



These costs are for the entire 3-year period of the contract. Condor understands the budget for each year will be one-third of the total budget. Copies of Condor's Schedule of Fees and Billable Field Equipment rates are enclosed.

Respectfully submitted,

CONDOR EARTH TECHNOLOGIES, INC.



Casey Kipf, PG  
Senior Geologist

X: Project 6699 - prj 6599 City of Merced - GW MW & Well Sampling 6599A 2016-2019 GW Contracts - Proposal - CE 2016 RFP SOW 20160517.docx



## Groundwater Monitoring Well & Municipal Well Sampling Services

### PCE Project Sampling Schedule

- Qualified environmental consulting firm (Consultant) shall perform quarterly sounding/sampling of the PCE project monitoring wells for twelve (12) consecutive calendar quarters (3<sup>rd</sup> quarter 2016 through 2<sup>nd</sup> quarter 2019, see Table 1 below);

The following table reflects the current well sampling quantity/schedule (by site name, calendar quarter) for the PCE Project:

**Table 1**

Site Name	Quarterly	Semi-Ann.**	Annual*
Parkway	18	-	-
R Street	11	2	3
Sunshine	14	3	1
Bel Air	-	-	8
Merced Laundry	3	4	2
Simpsons	4	-	5
totals	50	9	20

\*Annual = second quarter

\*\*Semi-Annual = first & third quarters

### Municipal Well Site Sampling Schedule

- The Consultant shall perform semi-annual sampling of five (5) municipal wells for three years (months of November and May for years 2016 through 2019) for ***special MTBE analysis with overnight shipment to Seattle, Washington;***
- The Consultant shall perform quarterly sampling/sounding of the municipal well sites' monitoring wells [eleven (11) total] for three years (months of August, November, February, and May for years 2016 through 2019);
  - For the months of August and February, the consultant shall purge the monitoring wells and facilitate sampling by WQCD staff for PCE analyses. Consultant shall not handle/manage samples beyond sampling device transfer to WQCD staff in the field;
  - For the months of November and May, the consultant shall purge and sample the monitoring wells and obtain/manage samples for ***special MTBE analysis with overnight shipment to Seattle, Washington, as above.*** Concurrently, consultant shall facilitate WQCD staff sampling for PCE analyses.



**CONDOR EARTH TECHNOLOGIES, INC.**

**Fee Proposal and Budget**

Condor staff that are anticipated to work on this project, their job title, and hourly rate of compensation are listed below.

<b>Staff Member</b>	<b>Job Title</b>	<b>Hourly Compensation</b>
Alexander Dewitt	Senior Geologist	\$165
Casey Kipf	Senior Geologist	\$165
Jordan Johnson	Staff Environmental Specialist	\$120
Suzanna Felton	Staff Environmental Specialist	\$120
Matt Rodgers	Technician	\$70
Rebecca Selvage	Administrative Specialist	\$85

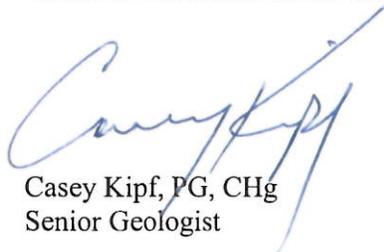
The shallow depth wells have been dry for several years. During the first quarter 2016 monitoring event, 37 of 62 monitoring wells scheduled to be sampled were dry. Because of the potential for water levels to rise, making it possible to sample wells that were previously dry, Condor prepared a budget for sampling all of the groundwater monitoring wells on the schedule identified in the Request for Proposals. Actual costs will depend on the number of monitoring wells that can be sampled during each sampling event. The cost for each monitoring event will be reduced by approximately \$80 for each well that is dry and cannot be sampled. Condor acknowledges that the total contract "not to exceed" cost will be allocated in three equal portions to Fiscal Years 16/17, 17/18, and 18/19; unspent funds will not carry over between fiscal years.

<b><u>Budget Categories</u></b>	<b><u>Task Sub-total</u></b>
Task 1 – PCE Project Sampling	\$149,870
Task 2 – Municipal Well Site Sampling	\$78,966
<b>Not to Exceed Total Contract Cost</b>	<b>\$228,836</b>
Invoice deduction for non-sampled well (per well)	\$80

These costs are for the entire 3-year period of the contract. A copy of Condor's Billable Field Equipment rates is enclosed.

Respectfully submitted,

CONDOR EARTH TECHNOLOGIES, INC.



Casey Kipf, PG, CHg  
Senior Geologist



Alex Dewitt, PG  
Vice President, Environmental Services

**CONDOR EARTH TECHNOLOGIES, INC.**  
**BILLABLE FIELD EQUIPMENT**

<b><u>BF001</u></b>	<b><u>AIR/GAS</u></b>	<b><u>RATE PER DAY (\$)</u></b>
BF006	Asbestos Sampler .....	100.00
BF010	Bubble Calibration Chamber for PM <sub>2.5</sub> .....	70.00
BF014	Portable Weather Station (Solar powered w/datalogger) .....	150.00
BF018	Multi-Gas Monitor .....	80.00
BF022	IR Methane Monitor w/Pump .....	135.00
BF026	Air Velocity and Pressure Kit .....	50.00
		<b><u>RATE PER MONTH (\$)</u></b>
BF030	Portable Met Station .....	800.00
<b><u>BF100</u></b>	<b><u>MTSI</u></b>	<b><u>RATE PER DAY (\$)</u></b>
BF101	Ultrasonic Testing .....	15.00
BF105	Shotcrete Panel Rental.....	10.00
BF107	Coring Machine.....	105.00
BF109	Hand Auger .....	35.00
BF113	Skidmore Wilkerm Bolt Tension Device.....	50.00
BF117	Rebar Locator .....	50.00
BF121	Pull Test Equipment .....	75.00
BF125	Magnetic Particle Testing Equipment.....	15.00
BF129	Torque Testing Equipment.....	75.00
BF185	Relative Humidity Meter.....	75.00
		<b><u>RATE PER MONTH (\$)</u></b>
BF133	Cure Box .....	100.00
		<b><u>RATE PER UNIT (\$)</u></b>
BF139	Core Barrel / 2" Asphalt .....	3.00/in. (18.00 min. charge)
BF141	Core Barrel / 3" Asphalt .....	4.00/in. (24.00 min. charge)
BF145	Core Barrel / 4" Asphalt .....	5.00/in. (30.00 min. charge)
BF149	Core Barrel / 6" Asphalt .....	6.00/in. (36.00 min. charge)
BF153	Core Barrel / 1"-2" Concrete or Masonry .....	2.00/in. (12.00 min. charge)
BF157	Core Barrel / 3" Concrete or Masonry .....	3.00/in. (18.00 min. charge)
BF161	Core Barrel / 4" Concrete or Masonry .....	4.00/in. (24.00 min. charge)
BF165	Core Barrel / 5"-6" Concrete or Masonry .....	5.00/in. (30.00 min. charge)
BF169	Core Barrel / 9" Asphalt .....	10.00/in. (60.00 min. charge)
BF173	Core Barrel / 9" Concrete or Masonry .....	9.00/in. (56.00 min. charge)
BF177	Vapor Emission Test Kit.....	13.50/test
BF181	Relative Humidity Probe.....	3.50/test
<b><u>BF200</u></b>	<b><u>PERMEABILITY/GEOTECHNICAL</u></b>	<b><u>RATE PER DAY (\$)</u></b>
BF201	Air Entry Permeameter.....	475.00
BF205	Guelph Permeameter .....	75.00
BF207	Tape Extensometer .....	50.00
BF209	Slide Hammer/Barrel Sampler .....	50.00
		<b><u>RATE PER MONTH (\$)</u></b>
BF213	BAT Permeability Testing Equipment.....	1,000.00
BF217	SDRI Equipment- Sealed Double Ring Infiltrometer .....	1,500.00
		<b><u>RATE PER UNIT (\$)</u></b>
BF219	Tape Extensometer Invert Assembly .....	100.00
<b><u>BF300</u></b>	<b><u>REMEDIATION</u></b>	<b><u>RATE PER DAY (\$)</u></b>
BF307	Recording In-Line LEL Equipment .....	200.00
BF309	In-Line Flowmeter.....	80.00
		<b><u>RATE PER MONTH (\$)</u></b>
BF313	Ozone Generator.....	2,450.00
BF317	Blower/Air Stripper/Thermal Oxidizer.....	5,250.00
<b><u>BF400</u></b>	<b><u>SURVEY</u></b>	<b><u>RATE PER DAY (\$)</u></b>
BF401	Laser Rangefinder-PenMap® System .....	150.00
BF405	Laser Rangefinder-Binoculars .....	75.00
BF409	Field Computer .....	120.00
BF413	Hand-held GPS Device .....	20.00



**CONDOR EARTH TECHNOLOGIES, INC.**  
**BILLABLE FIELD EQUIPMENT**

<b><u>BF400 SURVEY</u></b>	<b><u>RATE PER DAY (\$) (Continued)</u></b>
BF417 Meter Accurate GPS.....	120.00
BF418 Meter Accurate GPS/w ArcPad .....	125.00
BF419 Pro-level Manometer.....	100.00
<b><u>BF400 SURVEY</u></b>	<b><u>RATE PER HOUR (\$) (Continued)</u></b>
BF421 Laser Rangefinder-PenMap® System .....	20.00
BF433 Field Computer.....	20.00
BF441 Meter Accurate GPS.....	20.00
<b><u>BF400 SURVEY</u></b>	<b><u>RATE PER UNIT (\$) (Continued)</u></b>
BF445 Aerial Survey Target .....	20.00
BF448 Flat Crack Monitor .....	20.00
BF449 Corner Flat Crack Monitor.....	25.00
BF499 SDS-MAX Hammer.....	50.00
<b><u>BF500 WATER/ENVIRONMENTAL</u></b>	<b><u>RATE PER DAY (\$) (Continued)</u></b>
BF501 Portable Sound Level Meter.....	45.00
BF503 Generator (4 Kw).....	40.00
BF505 Generator (6 Kw).....	80.00
BF509 Submersible Pump w/ 4 Kw Power Source.....	130.00
BF511 Ferro-magnetic Locator.....	35.00
BF513 Water Quality Field Equipment (EC, pH, Temp, Turbidity, Water Level).....	90.00
BF515 Portable Water Level Meter.....	33.00
BF517 Water Quality Filtration Kit.....	15.00/sample
BF519 Porta-F.I.D. w/Calibration Kit and Lecture Bottle .....	150.00
BF521 Pump Test Datalogger.....	115.00
BF523 Vacuum Transducers.....	10.00
BF525 Portable Soil/Water Sampling Kit (manual).....	20.00
BF527 Kabis Discrete Depth GW Sampler.....	35.00
BF529 Discrete Depth Water Sampler (Lake).....	50.00
BF531 Disposable Bailer - Single Valve.....	11.00
BF533 Disposable Bailer - Single Valve - Large Diameter.....	20.00
BF535 Disposable Bailer - Double Valve.....	15.00
BF537 Redi-Flo 2 pump Control w/4 Kw Generator .....	90.00
BF539 Redi-Flo Port Pump System w/4 Kw Generator.....	140.00
BF541 Lysimeter Sample Pump .....	20.00
BF543 Colorimeter w/Chemicals (Spectrophoto) .....	150.00
BF545 Spectrophotometer with Chemicals .....	250.00
BF547 Explosive Gas Meter (LEL).....	50.00
BF549 Photo Ionizing Detector (PID, O <sub>2</sub> ).....	100.00
BF551 Dust Monitor.....	200.00
BF553 Full Face Respirator .....	10.00
BF555 Subsurface Sludge/Water Grab Sampler .....	25.00
BF557 Water Flow Velocity Meter.....	50.00
BF559 Well Caps, 2" Locking.....	25.00
BF561 2" Well Cap for Dedicated Pump .....	100.00
BF563 Well Caps, 4" Locking .....	30.00
BF565 Boat Rental (non-motorized).....	100.00
BF567 Boat Rental (motorized).....	200.00
BF569 Immunoassay Instrument .....	104.00
BF571 Line Tracer .....	25.00
BF573 Fluke Multi-Meter .....	10.00
BF575 Depth Sounder.....	120.00
BF576 12V Pump Controller .....	30.00
BF577 24V DC Pump Controller.....	65.00
BF578 Waterra® Pump System.....	100.00
BF579 Bladder Pump Controller w/Nitrogen Tank.....	145.00
BF580 Development Pump (Compressed Air).....	100.00
BF582 Pressure Transducer .....	30.00
BF584 Ultrasonic Flow Meter.....	150.00
BF588 Barometric Transducer.....	30.00



**CONDOR EARTH TECHNOLOGIES, INC.  
BILLABLE FIELD EQUIPMENT**

		<u>RATE PER MONTH (\$)</u>
BF581	Pressure Transducer .....	150.00
BF585	Recording Multi-Probe Water Meter .....	675.00
BF586	Barometric Transducer .....	150.00
BF587	Water Level Sensor with Logger .....	(min. charge) 150.00
		<u>RATE PER UNIT (\$)</u>
BF583	Sonic Water Level Meter .....	20.00/test
BF589	Turbidity Meter (per test) .....	10.00
BF591	Dissolved Oxygen Meter (per test) .....	12.00
BF593	0.45 Micron Filter .....	30.00
BF595	Kabis Discrete Sampler .....	15.00/sample
<b>BF500</b>	<b><u>WATER/ENVIRONMENTAL</u></b>	<b><u>RATE PER UNIT (\$)</u></b>
BF596	Percolation Test Equipment .....	25.00/per hole
BF597	Immunoassay Test Kit .....	248.00
BF598	Immunoassay Extraction Kit .....	118.00
BF599	Portable Ozone Generator .....	50.00/per well
<b>BF600</b>	<b><u>AST FEI (FORMAL EXTERNAL INSPECTION)</u></b>	<b><u>RATE PER DAY (\$)</u></b>
BF601	Field Inspection Tool Kit .....	50.00
BF602	Ultrasonic Steel Thickness Gauge and Transducers .....	50.00
<b>BF800</b>	<b><u>MISC. SUPPLIES</u></b>	<b><u>RATE PER UNIT (\$)</u></b>
BF801	Water Quality Filters .....	21.00
BF802	Condor Rain Gauge .....	8.50
BF803	Condor Rain Gauge w/wooden stake .....	10.50
BF805	Shelby Tubes .....	42.50
BF809	Brass Tubes .....	12.00
BF813	Tyvek Suit .....	7.50
BF817	Nitrogen .....	15.00
BF821	55-Gallon Drums .....	50.00
BF825	Plastic Tubing ½" .....	0.35/ft
BF829	Plastic Tubing ¼" .....	0.15/ft
BF833	50-Gallon Plastic Barrels .....	20.00
BF837	Deionized Water .....	17.00/5-gal.
BF841	Distilled Water .....	2.25/gal.
BF845	Respirator Cartridges .....	7.50
BF849	Locks .....	16.50
BF853	Syramex Suit .....	40.00
BF859	Infocus Projector .....	150.00
BF861	Bentonite (50 lb/bag) .....	15.00
BF865	8" Traffic Box .....	65.00
BF877	Per Diem .....	100.00/day
BF881	Shipping Container/Materials .....	20.00
VEH	Vehicle .....	50.00/day
MILE	Mileage .....	0.50/per mile

