

AGREEMENT TO PERFORM ENVIRONMENTAL ASSESSMENT SERVICES

This agreement for the provision of environmental assessment services ("Agreement") is made and entered into this 16th day of October, 2012 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and LOR, Geotechnical Group, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform environmental assessment services for the City of Redlands for certain real property designated as County of San Bernardino Assessor's Parcel No. 0171-022-13 (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Oscar Orci, City's Development Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner, commencing on the date of City's issuance of a written "notice to commence services" to Consultant. The Services shall be completed within six (6) months of the Effective Date of this Agreement.

- 4.2 During the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work that is determined necessary by City for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Services may be agreed to by the Parties by written amendment to this Agreement, executed by a duly authorized City official in accordance with Chapter 2.16 of the Redlands Municipal Code. Consultant shall not perform, nor be compensated for, Extra Services without such written authorization from City.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Forty Thousand Seven Hundred Ten Dollars (\$40,710). Consultant shall be compensated for the Services at the rates and in the fixed amounts set forth in Exhibit "B," which is attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Oscar Orci
Development Services Director
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Consultant

Kevin Osmun
Vice President
6121 Quail Valley Court
Riverside, CA 92507

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until required insurance listed below is obtained by Consultant. Consultant shall provide City with

certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City; provided, however, the policies shall allow for ten (10) days notice for cancellation to City due to non-payment of premium.

- 6.2 Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "C," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 6.3 Consultant shall secure and maintain in force throughout the Term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.5 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure to act by Consultant, its officers, employees and agents in performing the Services.

ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform

Act because Consultant:

A. Does not make or participate in:

(i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;

(ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;

(iii) authorizing City to enter into, modify or renew a contract;

(iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;

(v) granting City approval to a plan, design, report, study or similar item;

(vi) adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

ARTICLE 8 - GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.

8.3 Records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.

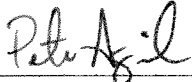
- 8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 This Agreement may be terminated by City, in its sole discretion, by providing thirty (30) days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless

to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

LOR GEOTECHNICAL GROUP, INC.

By: 
Pete Aguilar, Mayor

By: 
Kevin Osmun, Vice President

Attest:

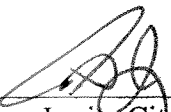

Sam Irwin, City Clerk

EXHIBIT 'C'

WORKERS' COMPENSATION INSURANCE CERTIFICATION TO PERFORM ENVIRONMENTAL ASSESSMENT SERVICES FOR THE CITY OF REDLANDS

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

LOR GEOTECHNICAL GROUP, INC.

By: 
Kevin Osmun, Vice President

10-29-12
Date:

LOR GEOTECHNICAL GROUP, INC.

Soll Engineering ▲ Geology ▲ Environmental

**PROPOSAL FOR PROPERTY ASSESSMENT
APN 0171-022-13
REDLANDS, CALIFORNIA**

**REFERENCE NO. 4073.P
SEPTEMBER 21, 2012**

Prepared For:

**Mr. Sam Irwin, City Clerk
35 Cajon Street, Suite 4
Redlands, California 92373**



LOR **GEOTECHNICAL GROUP, INC.**

Soil Engineering ▲ Geology ▲ Environmental

September 21, 2012

Sam Irwin, City Clerk
35 Cajon Street, Suite 4
City of Redlands
Redlands, California 92373

Reference No. 4073.P

Subject: Proposal for Property Assessment, APN 0171-022-13, City of Redlands,
California

LOR Geotechnical Group, Inc. (LOR) appreciates the opportunity to provide this proposal for a property assessment of Assessor's Parcel Number (APN) 0171-022-13 ("Site"), per the Request for Proposal (RFP) dated September 7, 2012. As detailed in the following sections of this proposal, LOR Geotechnical Group, Inc. is fully committed to providing the services requested in the City's RFP.

We trust this proposal meets your needs. Should you have any questions, please do not hesitate to contact our office at your earliest convenience.

Respectfully submitted,
LOR Geotechnical Group, Inc.



M. Kevin Osmun
Vice President

MKO:MLH\amp

Distribution: Addressee (5)

QUALIFICATIONS

LOR Geotechnical Group, Inc. is a consulting engineering firm providing sound solutions and innovative strategies in the geotechnical, environmental, geologic, and construction inspection fields for our clients since 1988.

LOR has a staff of qualified and experienced licensed professionals who hold registrations in the State of California. LOR's principals are directly involved in the implementation and completion of its professional services. LOR is a certified small business with fourteen employees, including three registered professionals, a soil scientist, and several field and laboratory personnel. LOR has two offices. Our main office is located at 6121 Quail Valley Court in the City of Riverside, and a smaller office is located at 19-438 Ruppert Street in the City of Palm Springs, California. The personnel for this project will be from our Riverside office.

We have provided a variety of environmental services, including Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Underground Storage Tank (UST) Investigations and Closures, Groundwater Monitoring Systems, Soil and Groundwater Sampling and Analysis, Hazards and Hazardous Material Studies, and Remedial Soil Removals. We are one of three firms that provides case closure review for the County of San Bernardino Fire Department, Hazardous Materials Division. We have recently conducted Phase I and Phase II ESAs on two of the adjoining properties to the east of the Site, and have conducted groundwater, soil, and soil gas sampling near the Site. We are fairly knowledgeable of the Site and its history.

Two of the subcontractors that we will be using for this project are based in San Bernardino County. Haz Mat Trans, Inc., located in the City of San Bernardino, will conduct the sampling of the tank contents. Terra Geosciences of Loma Linda will conduct the geophysical exploration of the Site.

RELEVANT PROJECT EXPERIENCE

As stated above, we are fairly knowledgeable of the Site, as we have conducted Phase I and II ESAs on the two properties to the east of the Site, including groundwater, soil, and soil gas sampling. We are currently working with the Regional Water Quality Control Board (RWQCB) to complete a soil gas survey and risk assessment of one of these properties. We have also conducted over a dozen Phase I and Phase II ESAs within a mile of the site.

City of Redlands
September 21, 2012

Reference No. 4073.P

Projects conducted by LOR, similar to the scope of work required in the RFP, include the following:

City of Riverside, One-Block Downtown Area (2009): A United States Environmental Protection Agency (USEPA), Region IX Brownfields Grant project, for which we prepared a Sample and Analysis Plan, which included a Quality Assurance Plan. A Health and Safety Plan for the project was also provided. We conducted the field work, which included soil sampling and analysis for hydrocarbons, volatile organic compounds (VOCs), metals, and polychlorinated biphenyls (PCBs). Soil gas sampling was also conducted. A site characterization study report was submitted and approved by the USEPA.

City of Riverside, Corporate Yard (2011 - 2012): Assess the lateral and vertical extent of contamination from lead- and hydrocarbon-impacted soil buried at the site. Under RWQCB oversight, we provided a workplan for RWQCB approval and a Health and Safety Plan for the assessment work. After the completion of the assessment, we provided a remediation work plan for the removal and disposal of the buried hazardous and/or non-hazardous material. We worked with the City on the specifications for the remediation contractor. The remediation phase of the work, of which this firm will be a part, including confirmation soil sampling and closure reporting, is scheduled for later this year.

Property One, LLC, Ford Property, Redlands (2012): We recently completed a Phase I and II ESA with geophysical survey for a site with over 100 years of development history, which included a laundry facility, two bulk oil company facilities, a trucking company, and a firewood sales operation. Numerous former historical and current features of environmental concern, including numerous aboveground and underground tanks used to store petroleum virgin or waste products, including oil, diesel, and gasoline, were assessed with the advancement and sampling of twelve soil borings up to 36 feet in depth. The samples were analyzed for gasoline-, diesel-, and oil-range hydrocarbons and VOCs. No significant contamination was found. Two or three existing USTs were discovered during the geophysical survey, which are planned for future removal.

We have conducted over 500 Phase I and Phase II investigations in Southern California, and several within one mile of the Site. Many of these involved pesticide sampling and UST (former and current) investigations. We recently (2012) provided

City of Redlands
September 21, 2012

Reference No. 4073.P

oversight for the removal of seven USTs from a property just east of the site on West Redlands Boulevard, in relative close proximity to the Site.

We have worked with backhoe, push-rig, and hollow stem auger drill rigs for many Phase II investigations. Geophysical investigations with both ground penetrating radar and electromagnetic methods are also employed, as necessary. We have worked with both local and state regulatory agencies on assessment and remediation projects.

Project References

The following is a list of the client contact information for the above described projects, as well as other pertinent references.

One-Block Downtown Area Project, City of Riverside, Development Agency, 3900 Main Street, 5th Floor, Riverside, California 92522, Ms. Kaitlyn Nguyen, (951) 826-2430, kpnguyen@riversideca.gov

Riverside Corporate Yard Project, City of Riverside, Public Utilities, 2911 Adams Street, Riverside, California 92504, (951) 826-2412, Mr. Steve LaFond (slafond@riversideca.gov), Mr. Julian Cardenas (jcardenas@riversideca.gov), or Mr. Sam Vong (svong@riversideca.gov)

Phase I and Phase II ESAs in the area of the Site, ESRI Corporation, 380 New York Street, Redlands, CA 92373, Ms. Veronica Burgess (vburgess@esri.com), or Mr. Steve Pollard, (909) 793-2853, spollard@esri.com

County of San Bernardino Fire Department, Hazardous Materials Division, Mr. Curtis Brundage, 620 South 'E' Street, San Bernardino, CA 92415, (909) 386-8430, cbrundage@sbcfire.org

Current List of Assessment Projects

This firm is currently involved in an assessment of hydraulic lifts and clarifiers at two former auto dealerships, located at 25 and 35 Auto Center Drive, Pomona, California. The assessment began the week of September 17th, 2012 and is anticipated to be completed by early October of this year. If the analytical results are below regulatory and commercial property criteria, then the assessment will be completed. This is assessment is roughly 5% complete at present.

City of Redlands
September 21, 2012

Reference No. 4073.P

A second project, the City of Riverside Corporate Yard, has had the assessment completed by this firm, but the remediation has yet to take place. It should start and be completed later this year.

The third project we are currently working on is a work plan for a soil gas investigation and health risk assessment for a property just east of the Site, along the west side of Texas Street. This firm has previously conducted multiple rounds of Phase I and II ESA at this property and the property adjacent to the east of the Site. This work plan is currently in development under oversight provided by the RWQCB.

PROJECT ORGANIZATION

Kevin Osmun will be the Project Engineer, and will oversee the field operations and provide the quality assurance for the project. Mr. Osmun has over 30 years experience in the environmental field. He has specialized experience with Phase I and II ESAs for property transfers and project management for the sites that require mitigation. Mr. Osmun is well versed in hazardous waste sampling and characterization methodologies in soil and groundwater regimes. Projects include leaking USTs, solid waste landfills, Treatment Storage and Disposal facility closures, to single spill response.

Mr. Osmun holds a B.S. in geology from Wayne State University in Detroit, Michigan and is a registered Civil Engineer in the State of California.

Mr. Mathew Hunt will oversee the field operations and will conduct the sampling. Mr. Hunt has over 13 years experience in the environmental field, and has conducted over 250 Phase I and Phase II ESAs for the private and public sectors. The properties have ranged from agricultural to residential to commercial/industrial. Mr. Hunt is well versed in hazardous waste sampling and characterization methodologies in soil and groundwater regimes for groundwater monitoring, site assessment, and site remediation. Projects have ranged from leaking USTs to commercial and public agency projects, and have included CERCLA sites and projects involving metals, perchlorate, and volatile organic compounds.

Mr. Hunt has a B.S. in soil science from California Polytechnic State University, San Luis Obispo and a M.S. in soil and water science from the University of California, Riverside.

PROJECT APPROACH

We believe the best way to approach this project is to develop a more detailed site history, and then address what the City wants to assess at the Site.

What we do know about the site is that since 1928, the east portion of the Site has been an oil storage area. There are currently 5 aboveground storage tanks (ASTs), a sump or transfer tank (UST) and piping associated with these ASTs. Looking at electronic copies of historical aerial photographs dating back to 1938, the Site is relatively unchanged from 1953 until the present, with respect to the ASTs. However, the 1938 photo shows what appears to be a structure on the west portion of the Site. In 1930, the west portion of the Site and immediately surrounding area are part of the Zanja Creek, and are several feet lower than the ASTs. This area was later filled in. A visit to the Site shows the lid to the sump or transfer tank is locked, and will need to be opened for sampling of the contents. Hydrocarbon-impacted soils are evident at the base of some of the ASTs.

What we hope to develop with a more detailed site history is the amount/thickness of subsurface fill materials present, and the number and uses of previous structures at the Site and the owners and uses of the ASTs. The contents of the tanks is unknown and may have been diesel fuel, heating oil, and/or smudge pot oil. The location of all the underground piping or other potential underground structures associated with these ASTs is unknown.. The City may be helpful in providing whatever historical documents/information they may have regarding the Site. Site drainage is by sheet flow, and one of the exit points is a storm drain grate that is located along West Redlands Boulevard

The City wants to determine, and this is our approach to this assessment, if there has been contamination to the Site from the past use(s) of the Site. We believe the optimal way to achieve this goal it to determine what has been there historically, both the property use and what was stored in the ASTs, what is present beneath the ground surface, and based on this information, conduct soil sampling and analysis to determine if there is contamination of Site soils from the past use(s) of the Site.

As we envision it, the project will start with the development of a Quality Assurance Project Plan (QAPP) document for the project, which will include the project data quality objectives, field sampling protocol, and sampling and analysis plan. Concurrent

City of Redlands
September 21, 2012

Reference No. 4073.P

with preparation of the QAPP, we will review stereo pairs of historical aerial photographs at the San Bernardino County Flood Control District, review historical Sanborn Maps for the Site, and interview City personnel and obtain copies of City documentation to develop a more complete historical picture of past uses and possibly structure locations.

The field work will be initiated with a geophysical survey in the area of the ASTs to determine the location of piping and any unknown subsurface structures not readily identified from surface expressions. If the geophysical survey indicates a UST or other large anomaly is present, then a backhoe will be used to investigate the area and determine what the detected anomaly is. Once this portion of the assessment is completed, then we should have a clear picture of what is below the ground surface in the area of the ASTs. After the geophysical survey, the sampling points will be laid out. The RFP asks for a 50-foot sample grid, or over the 1.37 acre site would be 24 soil samples. This will be adequate for the area outside the ASTs, however, in the area of the ASTs, the City may want to consider a 25-foot sampling grid or a grid equivalent to the AST diameter.

Concurrent with the laying out of the sample grid, the contents of the ASTs will be sampled. Sampling of the ASTs will be accomplished by cold chiseling a hole in the side of the AST, and obtaining the sample. The hole will be approximately 1 foot by 1 foot, and can be bent back to close the hole up. Soil sampling will be conducted with a push-rig.

Assessment samples will be collected at the requested sample depth of 3 feet, unless there is a structure adjacent to the sampling point which is deeper than 3 feet, such as the sump or transfer tank. In that case, we will sample at 1 foot below the bottom of the deeper structure. This will ensure we obtain representative samples by the sump or transfer tank, the piping, and the storm drain inlet. We do not anticipate sampling deeper than 3 feet over most of the Site. All soil samples will be transported daily to a state-certified hazardous waste testing laboratory for analysis. The analysis we are proposing will be separated into two groups. The first group will be those samples from the non-AST area. These non-AST area samples will be analyzed for total petroleum hydrocarbons, fuel screen (TPH-FS or oil- to diesel-range hydrocarbons) using USEPA Method 8015, California Title 22 metals using USEPA Methods 6010 and 7471, and organochlorine pesticides (OCPs) using USEPA Method 8081. Samples obtained around the areas of structures, ASTs, storm drain Inlet,

pipings, and sump/transfer tank, will be analyzed for TPH-FS, California Title 22 metals, and OCPs, same as the non-AST area samples. However, in addition, these samples will be further analyzed for VOCs using USEPA Method 8260, semi-volatile organic compounds (SVOCs) using USEPA Method 8270, and PCBs using USEPA Method 8082.

Once the field work and laboratory analysis is complete, then a comprehensive assessment report will be prepared which will document the field work, sampling, and analysis conducted, and will include all appropriate, figures, tables, photographs, and laboratory data. The assessment report will provide conclusions and recommendations for Site remediation, if warranted.

A separate Work Plan will be prepared for any recommended Site remediation. The Work Plan will include a summary of the findings of the assessment, and will specify how contaminants will be removed and disposed of, and the Site restoration. The Work Plan will include a site-specific Safety Plan.

A separate Health & Safety Plan, utilizing the USEPA's Superfund Standard Operating Safety Guide, dated June of 1992, and incorporating changes recommended by the USEPA, will be prepared for any recommended Site remediation.

The tasks we are proposing to conduct, and the approximate sequence of events we envision to adequately assess the Site as requested in the RFP, are as follows:

- 1) Develop a Site history through the review of historical Sanborn Maps and aerial photographs, and obtaining City knowledge of Site history in an effort to determine past Site use(s) and locations of all aboveground and potential underground structures at the Site.
- 2) Prepare a Quality Assurance Project Plan (QAPP) in accordance with current USEPA, Region IX guidance documents.
- 3) Conduct a geophysical survey of the areas where past and present structures are located. This survey will consist of using an electromagnetic device to scan for the presence of subsurface metal objects. Any anomalies encountered with this device may be further evaluated using ground-penetrating radar. This will enable us to determine the location of underground piping and any unknown subsurface structures not readily identified from surface expressions.

- 4) Conduct the field sampling and laboratory analysis in accordance with the QAPP to assess the extent of contamination at the Site.
- 5) Prepare a comprehensive assessment report that documents all field activities, conclusions and recommendations, and will include figures, tables, laboratory reports, color photographs, etc. in accordance with the QAPP.
- 6) Prepare a separate Work Plan and Health & Safety Plan in accordance with the requirements of this RFP, should Site remediation be warranted.

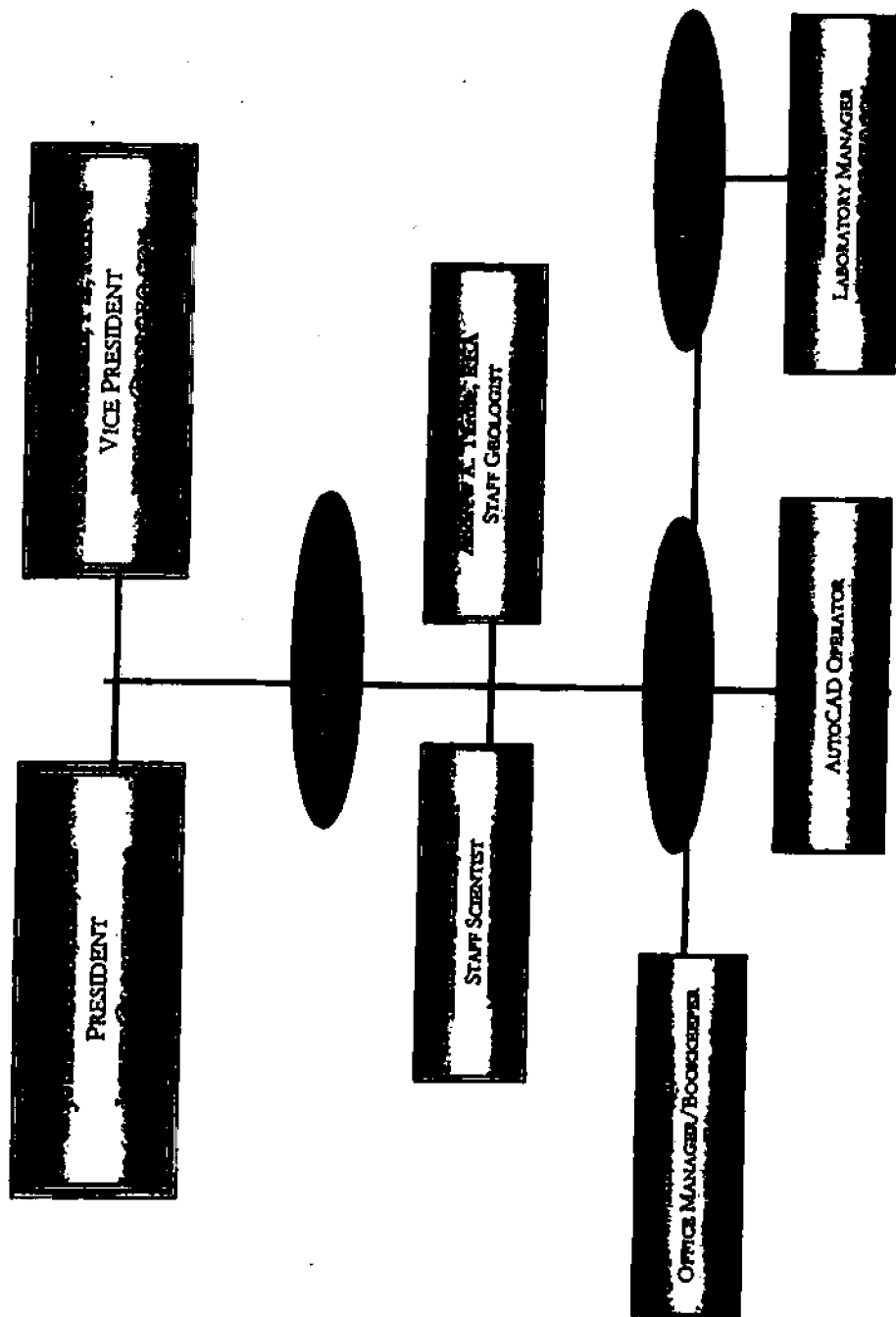
FEES

The fee proposal with cost estimate for the proposed scope of work is provided in a separate, sealed envelope, per the RFP.

ATTACHMENTS

Figure 1 - Organizational Chart

LOR Geotechnical Group, Inc.



LOR **GEOTECHNICAL GROUP, INC.**

Soil Engineering ▲ Geology ▲ Environmental

FEE SCHEDULE

2012

SERVICES

Geotechnical Engineering

LOR Geotechnical Group, Inc. provides geotechnical engineering services, including: preliminary geotechnical investigations, foundation investigations, percolation feasibility investigations, liquefaction evaluation investigations, as well as grading observation materials testing services.

Geological

LOR Geotechnical Group, Inc. provides geological services, engineering geology investigations, seismic setting studies, slope stability investigations, liquefaction susceptibility investigations, hydrology/water resource studies, and bedrock rippability evaluations.

Environmental

LOR Geotechnical Group, Inc. provides, environmental site assessments, underground storage tank investigations and remediation investigations, groundwater monitoring systems, soil and groundwater sampling and analysis, and environmental studies for property transfers.

All costs for Geotechnical Engineering, Geological, and Environmental Services are based on the site and investigative parameters requested.

FEES

The hourly personnel charges and laboratory test unit rates are as follows:

Personnel Charges-Hourly

Principal Engineer	\$250.00
Project Engineer/Geologist	\$130.00
Staff Engineer/Geologist	\$110.00
Soil Technician/Deputy Inspector (Field or Laboratory) *	\$80.00
Soil Technician/Deputy Inspector (Prevailing Wage) *	\$104.00
Traffic Control (Prevailing Wage) *	\$94.00
Drafting	\$70.00
Clerical	\$60.00

Laboratory Testing Charges - Unit Costs

CT 202: Sieve Analysis (Soil)	\$75.00
CT 202: Sieve Analysis (Aggregate)	\$100.00
CT 202: #200 Sieve Wash	\$50.00
CT 205: Crushed Particle Analysis	\$85.00
CT 211: LA Rattler	\$200.00
CT 213: Organic Impurities	\$70.00
CT 217: Sand Equivalent	\$70.00
CT 217: Sand Equivalent -QC	\$110.00
CT 226: Moisture Content	\$15.00
CT 227: Cleanness Value	\$110.00
CT 229: Durability Index Fine/Coarse	\$110.00
CT 301: R-Value	\$240.00
CT 305: Swell Tests	\$80.00
CT 307: Moisture Vapor Susceptibility	\$80.00

2012 Fee Schedule

CT 308 & CT 366: Asphalt Concrete Density & Stability/Rubberized	\$180.00/\$230.00
CT 308 & CT 366: Asphalt Concrete Density/Rubberized	\$110.00/\$160.00
CT 309: Asphalt Concrete Theoretical Maximum Density	\$120.00
CT 366: Asphalt Concrete Stability/Rubberized	\$140.00/\$190.00
CT 382: Asphalt Extraction & Gradation	\$200.00
CT 521: Concrete Cylinder Compressive Strength	\$20.00
CT 523: Beam Cylinder	\$35.00
Concrete & Beam Cylinder Hold	\$5.00
ASTM D422: Mechanical Analysis	\$140.00
ASTM D1557: (Modified)/ ASTM D698: (Standard) Proctor (4")	\$150.00
ASTM D1557: (Modified)/ ASTM D698: Proctor (6" or Cal-216)	\$180.00
ASTM D2434: Permeability	\$350.00
ASTM D2435: Consolidation	\$140.00
ASTM D2216: Moisture Content	\$15.00
ASTM D221/D2937: Moisture/Unit Weight (Ring)	\$20.00
ASTM D2974: Organic Matter Test	\$65.00
ASTM D4318: Atterberg Limits	\$150.00
ASTM D4829: Expansion Index	\$130.00
ASTM D3080: Direct Shear	\$190.00
Soluble Sulfate (Test Kit SF-1)	\$60.00
Chemical Tests	By Quote

* 10% field supervision and equipment/vehicle charge will be added to all field services.

TERMS

Reimbursable Expenses

Outside services performed by others and direct costs expended on the client's behalf are charged at cost plus twenty percent. These expenses include rental of drill rigs, bulldozers, backhoes, travel and subsistence, permits, reproduction costs, etc.

Travel Time

Travel time required to provide professional or technical services will be charged at the appropriate hourly rates.

Overtime

An overtime rate of 1.5 times the standard rate will be used for time in excess of 8 hours per day and Saturdays. An overtime rate of 2.0 times the standard rate will be added for work on Sundays, official company holidays, and on all work in excess of 12 hours per day.

Prepayments

A retainer of fifty percent of the total fee is required for all field studies. The balance of the fee must be paid at the time the report is released to the client.

Billing

Billings will be provided periodically and will be classified by fee categories set forth above or as given by proposal.

Terms of Payment

Invoices rendered for professional services are due upon presentation. A service charge of 1.5 percent, per month, may be charged on accounts not paid within thirty days to cover additional processing and carrying costs. Any attorney's fees or other costs incurred in collecting any delinquent account will be paid by the client.



CERTIFICATE OF LIABILITY INSURANCE

Date
10/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Program & Franchise a service of Seabury & Smith, Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME:	
	PHONE (A/C, No): 1-877-320-9393	
	EMAIL ADDRESS: riskmanagement@marshpm.com	FAX No.: 515-365-0895
	PRODUCER CUSTOMER ID: Vendor ID: 31459	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED LOR Geotechnical Group, Inc. 6121 Quail Valley Court Riverside, CA 92507	INSURER A: Protective Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LETR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
							COMBINED SINGLE LIMIT (Each Occurrence)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ WC STATUTORY LIMITS ☐ OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory. 30 Day Notice of Cancellation

GPBR: 2FL4

CERTIFICATE HOLDER

CANCELLATION

City of Redlands
Attn: Oscar Orci
PO Box 3005
Redlands, CA 92373

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh U.S. Consumer, a service of Seabury & Smith, Inc. In CA d/b/a Seabury & Smith Insurance Program Management. CA Lic. #0633005

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ACORD 25 (2009/09)

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

10/31/2012

PRODUCER

Dealey, Renton & Associates
P. O. Box 10550
Santa Ana CA 92711-0550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**INSURED**

LOR Geotechnical Group, Inc.
6121 Quail Valley Court
Riverside CA 92507

INSURER A: American Automobile Ins. Co.

INSURER B: Hudson Insurance Company

INSURER C: Travelers Indemnity Co. of Connecticut

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC	6809329L83A	4/15/2012	4/15/2013	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80998746	1/1/2012	1/1/2013	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Professional Liability Claims Made	AEE7205105	4/15/2012	4/15/2013	Per Claim \$2,000,000 Annual Aggr. \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services.
The City of Redlands is Additional Insured as respects to General Liability coverage as required by written contract.
Coverage afforded the Additional Insured is Primary and Non-Contributory as respects to General Liability coverage.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION 10 Day Notice for Non-Payment

City of Redlands
Oscar Orci - Development Services Director
P.O Box 3005
Redlands CA 92373

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.