City Council Meeting
07-13-26
Item 1.B.10.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Travis Hart, Deputy Public Works Director

Reviewed by: Tatiana Holden, Assistant Public Works Director/City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 24, 2026 Meeting date: July 13, 2026

Subject: Professional Services Agreement with Yeh and Associates, Inc.

RECOMMENDED ACTION: Authorize the Mayor to execute a Professional Services Agreement with Yeh and Associates, Inc., for maintenance and monitoring services for the Big Rock Mesa, Malibu Road, and Calle Del Barco Landslide Assessment Districts (ADs).

FISCAL IMPACT: Funding for these services in the amount of $470,700 was included in the Proposed Budget for Fiscal Year 2026-2027 in Account Nos. 290-6002-5100 (Big Rock Mesa Landslide Maintenance District $330,000), 291-6003-5100 (Malibu Road Landslide Maintenance District $71,700) and 292-6004-5100 (Calle Del Barco Landslide Maintenance District $69,000).

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Yeh and Associates has provided services for maintenance and monitoring services for the City's three Landslide Assessment Districts (ADs): Big Rock Mesa AD 98-1, Calle Del Barco AD 98-2, and Malibu Road AD 98-3 since 2020 They provide professional services for the operation, maintenance, monitoring, evaluation, and regulatory compliance of the City's landslide mitigation systems located in the above districts. Services have included groundwater monitoring, inclinometer readings, dewatering well maintenance, hydrauger maintenance, annual and quarterly reporting, water quality monitoring and compliance with Regional Water Quality Control Board requirements, emergency response support, and long-term capital improvement recommendations.

In anticipation of the expiration of the current agreement, the City issued a new Request for Qualifications/Proposals (RFQ/P) on April 13, 2026, for continued landslide maintenance and monitoring services for the Big Rock Mesa, Malibu Road, and Calle Del Barco Landslide Assessment Districts. The 2026 RFQ/P requested proposals from qualified firms to provide comprehensive services including monitoring of groundwater and slope movement instrumentation, maintenance of dewatering systems and hydraugers, preparation of annual and regulatory reports, emergency response services, database management, capital improvement planning, and public outreach.

The City received one proposal in response to the 2026 RFQ/P from Yeh and Associates, Inc. Staff reviewed the proposal and determined that Yeh and Associates, Inc. continues to possess the specialized geotechnical expertise, institutional knowledge, operational experience, and qualified personnel necessary to effectively manage and maintain the City's landslide mitigation infrastructure and monitoring systems. Yeh and Associates, Inc. has extensive familiarity with the unique geological conditions and operational requirements associated with the City's Landslide Assessment Districts and has demonstrated satisfactory performance throughout the duration of the existing agreement.

Accordingly, staff recommends approval of a new Professional Services Agreement with Yeh and Associates, Inc. for continued landslide maintenance and monitoring services for the Big Rock Mesa, Malibu Road, and Calle Del Barco Landslide Assessment Districts.

ATTACHMENTS: Professional Services Agreement with Yeh and Associates, Inc.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of July 13, 2026, by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Yeh and Associates Consultants, Inc., a Colorado corporation (hereinafter referred to as "Consultant"). City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

R E C I T A L S

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract with Consultant for professional services relating to Landslide Maintenance and Monitoring for Big Rock Mesa, Calle Del Barco, and Malibu Road Assessment Districts.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform the services under this Agreement in a proper and timely manner.

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit A (the "Scope of Work"), attached hereto and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on June 23, 2026, and will remain in effect for a period of 4 years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

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4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work, attached as Exhibit A, and the compensation schedule, attached hereto as Exhibit B and made part of this Agreement. The cost of services shall not exceed the annual budget for the City's Big Rock Mesa Landslide Maintenance District, the Malibu Road Landslide Maintenance District, and the Calle Del Barco Landslide Maintenance District ("Special Assessment Districts") that is approved each spring for the next fiscal year budget cycle. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved by the City Manager in writing.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last twelve (12) months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the effective date of the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

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6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express, prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, , and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, or are caused by the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault.

Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the Parties cannot mutually agree on Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

6.5.1. **Duty to defend.** In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from

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the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will not be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Only to the extent allowed by California Civil Code 2782.8, the Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the Parties participated equally in the drafting of same, and any rule of construction that a document is to be construed

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against the drafting party shall not be applicable to this Agreement.

c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall

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affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	Loree A. Berry Senior Project Manager Yeh and Associates Consultants, Inc. 632 E. Thompson Boulevard Ventura, CA 93001 TEL (805) 481-9590 x 271 lberry@yeh-eng.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she

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purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6.21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials DS JB

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This Agreement is executed on _____.

Yeh and Associates Consultants, Inc, a Colorado corporation:

DocuSigned by:
By: Jonathan Blanchard
A973816831114FB...
Name: Jonathan D. Blanchard
Title: Vice President

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

EXHIBIT A
SCOPE OF WORK

Scope and Budget Understanding:

The work is billed on a time and materials basis and against a not-to-exceed annul budget that is approved each spring for execution of the next fiscal year budget cycle. Consultant will follow the proposed scope of services tasks to meet their intent and with the understanding that the project requires some flexibility between tasks. Maintenance tasks cannot always be predicted and often need to take precedent over less critical repairs or monitoring. Larger repair items may need to be planned for a subsequent year to allocate funding. Monitoring and testing may need to be performed on an increased frequency in response to concerning data results or natural events, or field observations. Consultant understands they will be asked upon at any time to respond to field concerns, public questions, participate in public meetings, and provide status updates.

Scope of Services:

TASK 1 – MONITORING

The Consultant shall monitor, collect and record data including the following:

a) Record monthly groundwater level measurements from standpipes and vibrating wire piezometers.
b) Record twice monthly dewatering production readings and check operational status of dewatering wells.
c) Record monthly dewatering production readings from horizontal drains (hydraugers).
d) Record quarterly ground deformation readings from slope inclinometers that penetrate the 1984 basal slide plane or have known historic deformation. Record semi-annual ground deformation readings from slope inclinometers that do not penetrate the 1984 basal slide plane and that have no documented historic deformation. Record ground deformation readings on an accelerated schedule of when deformation is recorded during the quarterly or semi-annual reading until three consecutive monitoring events show no additional deformation. (max inclinometer depth ~400 ft).
e) Record monthly readings of water usage data from the master water meter (Big Rock Mesa only).
f) Record measurements from crack gauges.
g) Conduct monthly and quarterly water quality sampling and analysis of dewatering discharges in accordance with the current NPDES permit (Big Rock Mesa only).
h) Record visual observations and any unusual or significant change in conditions within the district that may affect maintenance, monitoring, or capital improvements.

TASK 2 – MAINTENANCE

The Consultant shall provide routine and ongoing maintenance for instrumentation and dewatering facilities to maintain continuous operation of dewatering facilities. Typical maintenance requirements include:

a) Repair and calibration of well flow meters;
b) Cleaning and repair of well plumbing and discharge lines;
c) Chemical treatment of dewatering wells and plumbing;
d) Electrical service maintenance of dewatering wells;
e) Corrosion repair of dewatering facilities;
f) Removal, inspection, and repair or replacement of well pumps; and

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g) Repair and protection of facilities in locations of high hazard (e.g base of bluffs, along PCH).

TASK 3 - DATA REVIEW, EVALUATION, AND DATABASE MAINTENANCE
The Consultant shall:

a) Collect, compile and review field monitoring data. Evaluate data trends and provide periodic communication with City staff regarding data analyses. Maintain databases of monitoring and maintenance records. Notify and coordinate with public works and land development personnel when monitoring results, observations, or findings should be factored into building permit applications within the Districts. Provide Geographic Information System and mapping services.
b) Prepare plans, specifications, and cost estimates for recommended capital improvements including dewatering wells, hydraugers, piezometers, and inclinometer facilities. Provide project administration and construction management and provide recommendations for future assessment district Capital Improvements. Recommendations for capital improvements for annual, 3-year, 5-year, etc.

TASK 4 - REPORTING AND REGULATORY COMPLIANCE
The Consultant Shall:

a) Prepare annual report summarizing monitoring data and maintenance operations (sample annual reports from prior years are available on the City's website).
b) Prepare quarterly and annual reports for submittal to the Regional Water Quality Control Board in accordance with the current NPDES permit requirements.
c) Respond to requests from public agencies for data and provide regulatory consultation and support for compliance with Regional Water Quality Control Board requirements.

TASK 5 - PUBLIC OUTREACH (HOMEOWNER ASSOCIATION PRESENTATION):
The Consultant Shall:

a) Provide annual presentations at community and public meetings on the status of landslide maintenance areas and assessment districts.
b) Disseminate background information and data regarding landslide maintenance areas and assessment districts in response to public inquiries.

TASK 6 - EMERGENCY SERVICES:
The Consultant Shall:

a) Provide 24-hour, on-call emergency service support for landslide maintenance areas and assessment districts, including but not limited to consultation or after-hour emergency response and repairs not to exceed 3 hours and when deemed safe. This is subject to modification when agreed upon by both the City and Consultant.

TASK 7 - PROJECT ADMINISTRATION:
The Consultant Shall:

a) Provide project management for landslide maintenance area and assessment district activities.
b) Provide cost estimates for annual budget reports and coordinate landslide maintenance area and assessment district activities with other agencies and City consultants.

TASK 8 - EXISTING FACILITIES INVENTORY AND EVALUATION:
The Consultant Shall:

a) Evaluate existing facilities and dewatering equipment in the Big Rock Mesa, Calle del Barco, and Malibu Road Landslide Assessment Districts and provide recommendations.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

Table 1 provides a summary of the equipment monitored and maintained at each of the landslide sites, how many of each, and how often they are monitored.

Table 1: Summary of Monitoring and Dewatering Facilities

Type of Monitoring Instrument or Dewatering Device	Number of Active Locations			Brief Description	Monitoring Frequency	Maintenance Effort[2]
	BRM	CDB	MR			
Standpipe Monitoring wells	29[1]	9	9	1.5-inch to 3.25-inch diameter perforated PVC, aluminum, or casing, used to measure depth to groundwater using electric sounder or by a transducer/datalogger	Monthly direct read; hourly data from pressure transducer	low
Vibrating Wire Piezometers	4	0	0	Sensors attached to cable and embedded in boreholes with inclinometer casing at various depths to measure pore water pressure within multiple perched or groundwater zones. Installed with datalogger and programmed to read as needed, data is then manually downloaded	Programmed to record daily, can be downloaded daily to monthly	low
Inclinometer Survey Casings	23[1]	12	5	1.5-inch to 3.25-inch diameter grooved casings made of PVC, or aluminum used to survey for shear displacement by a traversing inclinometer probe	quarterly to annually	low
Time Domain Reflectometry (TDR) Cables	1	0	0	Coaxial cable embedded in borehole with inclinometer casing and spanning across previous shear zone. Used to monitor for deformation. Installed with datalogger and programmed to read as needed, data is then manually downloaded	Programmed to record daily, can be downloaded daily to monthly	low
Shape Array (SAA)	0	1	1	A chain of in-place, 2-foot long sensorized segments installed in existing inclinometer casing and each segment measures tilt in two directions. Sensor string is programmed and records to a datalogger	Programmed to record daily, can be downloaded daily to monthly	low
Dewatering Wells	24	11	14	6-inch diameter steel or PVC casings equipped with 0.5 to 3HP submersible pump and connected to electrical controls, pumped water flows through meter and into conveyance piping to discharge	monthly	high
Horizontal Drains (hydraugers)	36	11	19	1-inch to 1.5-inch perforated PVC casings drilled slightly higher than horizontal into the face of the bluff and into the slope for hundreds to thousands of feet and used to drain groundwater that intercepts the casing. Flow can be measured along PCH before it flows to discharge	monthly	high
Big Rock Master Water Meter #0138193	1	0	0	Meters imported water to Big Rock Mesa, data obtained from Los Angeles County Public Works	monthly	N/A
Big Rock Mesa Rain Gauge #1239	1	1	1	Documented Rainfall, Data obtained from Los Angeles County Public Works	monthly	N/A

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Type of Monitoring Instrument or Dewatering Device	Number of Active Locations			Brief Description	Monitoring Frequency	Maintenance Effort[2]
	BRM	CDB	MR			
PK Nail Crack Gauges	5	0	0	PK survey nails set in the pavement to straddle existing cracks within areas of previously documented landslide related distress cracking	Quarterly to annually	low
Discharge Point	10, now 3	0	0	Water quality sampling and testing in accordance with active LARWQB NPDES Compliance File CI-6893	Monthly/weekly	Low to medium

Notes:
[1] - standpipe and inclinometer casings are same device. Some casings are no longer usable* to survey with a modern inclinometer probe but are used to collect groundwater level measurements.
[2] - maintenance effort (generalized): "high" – services monthly, "medium" – services quarterly, "low" – services annually
*No longer usable refers to inclinometer casings that are sheared, twisted, compressed, or otherwise deformed or damaged to an extent that an inclinometer probe cannot traverse the casing or survey data is un-reliable with current standard inclinometer survey equipment.

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EXHIBIT B
COMPENSATION SCHEDULE

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

PROJECT FEE SCHEDULE JULY 1 TO JUNE 30 FOR FY26/27 TO FY29/30
226-176 CITY OF MALIBU LANDSLIDE MONITORING AND MAINTENANCE

Rate per hour for Professional Services:

Classification	FY26/27	FY27/28	FY28/29	FY29/30
Principal	$ 250	250	259	269
Senior Project Manager, Engineer or Geologist	$ 235	235	244	253
Senior Specialist	$ 220	220	228	236
Project Engineer or Geologist	$ 150	150	156	162
Staff Engineer or Geologist	$ 135	135	140	145
Senior Field Engineer or Geologist	$ 140	140	145	151
Field Engineer or Geologist	$ 125	125	130	135
Engineer or Geologist Intern	$ 100	100	104	108
Construction Manager	$ 205	205	213	221
Construction Observer	$ 165	165	171	177
Laboratory Supervisor	$ 155	155	161	167
CAD Designer	$ 170	170	176	183
Project Controller	$ 170	170	176	183
Administrative Assistant	$ 105	105	109	113

Hourly rates are escalated at 0% in year two and at 3.5% for remaining years.*

Overtime rates for Construction Observation and Office Staff are 1.5 x rates shown.

Laboratory tests are quoted on separate schedule or cost-plus 10 percent for outside laboratory testing when applicable.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $400 per hour.

Rates do not include prevailing wages for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

Subcontracted service and/or rented equipment	Cost Plus 10%
Daily vehicle with Field Equipment	$100/day
Automobile Mileage	Current IRS Rate
Slope Inclinometer and readout	$ 250/day

Subcontracted Well Maintenance Services:

Service Labor (2-person crew incl. travel)	$215-250/hour
Pump Rig/Crane	$350/hour
Downhole Video Survey	$1,000
Parts and Materials	Cost plus 10%

Subcontracted Water Quality Testing Services:

NPDES Screening Suite for Permitting	$2,000/each sample
Estimated Monthly NPDES Testing Suite	$1,400/each sample

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Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2026 – December 31, 2026
Senior Principal	$342
Principal	$329
Director	$329
Senior Supervisor II	$313
Supervisor I	$292
Senior Professional II	$273
Senior Professional I	$255
Professional IV	$226
Professional III	$210
Professional II	$186
Professional I	$166
Associate III	$140
Associate II	$125
Associate I	$117
Field Technician	$100
Technical Editor	$157
Project Accountant	$134
Billing Specialist	$115
Publishing Specialist	$128
Clerical	$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability, cultural resources, GIS, data technology, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Equipment	Rate
Equipment Package (covers field equipment)	$150/day
UAS Drone	$300/day
Boat (20-foot Boston Whaler or Similar)	$800/day
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, printing and production, laboratory and drilling services, subcontractors, vendors, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Budget Reallocation. Rincon reserves the right to reallocate the budget between tasks and staff classifications, while remaining within the approved contract amount.

Annual Escalation. Standard rates subject to 3.5% annual escalation on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective January 1, 2026

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Eurofins Environment Testing Southwest, LLC is an industry leader in environmental laboratory testing. We offer a comprehensive portfolio of analytical methods and our analytical expertise encompasses all environmental matrices including, air, groundwater, sea water, sediment, soil, wastewater and tissue.

2026 Rates for Yeh and Associates/City of Malibu

This rates guide is built for your organization only. It is not intended to be distributed to any outside parties and will not be applicable unless discussed with a Southwest sales representative. Please note that these prices are valid for the remaining of 2026. An annual price escalation of 3% will apply in subsequent years.

Eurofins ET Southwest Laboratory
2841 Dow Avenue, Suite 100
Tustin, CA 92780
714-895-5494

Concord Service Center
5063 Commercial Circle, Suite H
Concord, CA 94520-8577
925-689-9022

Ventura Service Center
4882 McGrath St, Suite 280
Ventura, CA 93003
714-895-5494

Honolulu Service Center
111 Sand Island Access Rd
Unit 10
Honolulu, HI 96819
808-892-2679

Salt Lake City Service Center
2117 South and 3600 West
Suite B
West Valley City, UT 84119
385-460-1622

EurofinsUS.com/Env

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2026 Fee Schedule

ORGANICS (Soil & Aqueous)		
VOC ANALYSIS	**METHOD**	**UNIT RATE**
Volatile Organic Compounds (VOCs)	EPA 8260B/C/D	$90
VOCs plus Fuel Oxygenates	EPA 8260B/C/D	$100
VOCs - Appendix II or IX Target List	EPA 8260B/C/D	$140
VOCs - Low Level 20 mL Purge (water)	EPA 8260B/C/D	$105
VOCs - add Tentatively Identified Compounds (Top 10 TICs)	EPA 8260B/C/D	$45
VOCs - Priority Pollutant List **(3 day HT if unpreserved)**	EPA 624.1	$105
VOCs - Low Level (water)	EPA 624.1 LL	$120
BTEX and/or MTBE	EPA 8260B/C/D or 624.1	$70
BTEX and/or MTBE	EPA 8021B or 602	$55
Fuel Oxygenates (MTBE, TBA, DIPE, ETBE, TAME, Ethanol)	EPA 8260B/C/D	$75
BTEX and Fuel Oxygenates	EPA 8260B/C/D	$80
Naphthalene	EPA 8260B/C/D	$70
Total Purgeable Petroleum Hydrocarbons (TPPH) add-on to 8260 only	EPA 8260B/C/D	$35
Volatile Organic Compounds	EPA 524.2	$120
VOCs - Low Level	EPA 524.2 LL	$135
1,2,3-Trichloropropane - Low Level	SRL 524M-TCP or 8260B/C/D SIM	$100
Fumigants (EDB, DBCP) by GC/ECD	EPA 504.1	$65
1,4-Dioxane - Low Level	8260B/C/D SIM	$110
SVOC / EXTRACTABLE ORGANICS ANALYSIS	**METHOD**	**UNIT RATE**
Semivolatile Organic Compounds (SVOCs) Routine List	EPA 8270C/D/E or 625.1	$175
SVOCs - Low Level	EPA 8270C/D/E LL	$200
SVOCs - Low Level SIM Routine list	EPA 8270C/D/E or 625.1 SIM	$225
SVOCs - Low Level Extended SIM List	EPA 8270C/D/E or 625.1 SIM	$270
SVOCs - Appendix II or IX Target List (# sample minimum applies)	EPA 8270C/D/E	By quote
SVOCs - add Tentatively Identified Compounds (Top 20 TICs)	EPA 8270C/D/E	$60
PAHs - by Selective Ion Monitoring (SIM)	EPA 8270C/D/E SIM	$145
PAHs - Low Level by Selective Ion Monitoring (SIM)	EPA 8270C/D/E SIM LL	$160
1,4-Dioxane (Isotope Dilution)	EPA 8270C/D/E (M) SIM	$100
1,4-Dioxane (Isotope Dilution) - Low Level	EPA 8270C/D/E (M) SIM LL	$115
Polychlorinated Biphenyls (PCBs - Aroclors)	EPA 8082/A or 608.3	$70
Polychlorinated Biphenyls (PCBs - Aroclors) extended list	EPA 8082/A or 608.3	$75
PCBs - Low-level	EPA 8082/A or 608.3	$85
Polychlorinated Terphenyls (PCTs - Aroclors: 5432, 5442, 5460)	EPA 8082/A or 608.3	$115
Organochlorine Pesticides	EPA 8081A/B or 608.3	$100
Organochlorine Pesticides - Extended Target List	EPA 8081A/B or 608.3	$140
Organochlorine Pesticides - Low Level	EPA 8081A/B or 608.3	$135
Organochlorine Pesticides - Low Level Extended Target List	EPA 8081A/B or 608.3	$155
Organophosphorus Pesticides	EPA 8141A/B	$160
Organophosphorus Pesticides - Extended Target List	EPA 8141A/B	$175
Organophosphorus Pesticides - Low Level	EPA 8141A/B	$170
Organophosphorus Pesticides - Low Level Extended Target List	EPA 8141A/B	$180
Herbicides, Chlorinated	EPA 8151A	$210
Herbicides, Chlorinated QQQ	EPA 8321B	$175

Field sampling devices, such as Terra Cores, are not included in the unit rates.

Parameters shown in Bold have short Hold Times.

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2026 Fee Schedule

ORGANICS (Soil & Aqueous)		
TOTAL PETROLEUM HYDROCARBONS (TPH) ANALYSIS	**METHOD**	**UNIT RATE**
Gas/Gasoline Range Organics (GRO)	EPA 8015B/C/D	$40
Gas Range with Carbon Range Breakdown (C4-C12)	EPA 8015B/C/D	$45
GRO - Low Level (water)	EPA 8015B/C/D	$50
Northwest Volatile Petroleum Products	NWTPH-Gx	$50
Diesel/Diesel Range Organic (DRO)	EPA 8015B/C/D	$50
DRO/MRO (Diesel standard only)	EPA 8015B/C/D	$60
DRO - Low Level (soil)	EPA 8015B/C/D	$65
Motor Range Organics (MRO)	EPA 8015B/C/D	$55
Crude Oil Range Organics (C7-C44)	EPA 8015B/C/D	$60
Jet A Range Organics (C6-C20)	EPA 8015B/C/D	$60
DRO/MRO (Diesel & Motor Oil standard)	EPA 8015B/C/D	$85
Extractable (Custom Range, diesel standard only)	EPA 8015B/C/D	$65
Extractable with Carbon Chain Breakdown (C6 up to C44, diesel Std.)	EPA 8015B/C/D	$65
Therminol (1,1-Oxybis-Benzene, 1,1-biphenyl)	EPA 8015B/C/D	$170
Northwest Semivolatile Petroleum Products	NWTPH-Dx	$60
Non-Halogenated Organics (2-Butanol, Ethanol, Isobutanol, Isopropanol, Methanol, n-Butanol)	EPA 8015B/C/D	$135
Non-Halogenated Organics (Ethanol and/or Methanol)	EPA 8015B/C/D	$95
SPECIALTY ORGANICS ANALYSIS	**METHOD**	**UNIT RATE**
Formaldehyde **(3 day holding time for waters)*** **	EPA 8315A	$240
Acetaldehydes **(3 day holding time for waters)*** **	EPA 8315A	$265
***Soil Extraction prep required for Acetaldehyde analysis	EPA 8315A (Leach)	$35
N-Nitrosodimethylamine (NDMA) only	EPA 1625B/C (M)	$170
N-Nitrosodimethylamine (NDMA) only - Low Level	EPA 1625B/C SIM LL (M)	$220
N-Nitrosoamines (4 compounds) - Low Level	EPA 1625B/C SIM LL (M)	$275
N-Nitrosoamines (8 compounds) - Low Level	EPA 1625B/C SIM LL (M)	$300
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	$290
Organotins - Tributyltin only	Krone et al. (GC/MS)	$170
Organic Acids/Volatile Fatty Acids (Acetic, Butyric, Lactic, Propionic, Pyruvic)	HPLC/UV	$105
Explosives - Nitroaromatics and Nitramines	EPA 8330/A	$190
PCB Congeners - Standard List	EPA 8270C/D/E SIM	$360
PCB Congeners - Extended Target List	EPA 8270C/D/E SIM	$415
Dissolved Gases - Methane in water	RSK 175(M)	$70
Dissolved Gases - Methane, Ethane & Ethene in water	RSK 175(M)	$90
Dissolved Gases - Low Level	RSK 175(M) LL	$100
Dissolved Gases - Carbon Dioxide in water	RSK 175(M)	$70
Tetraethyl Lead	EPA 8270C/D/E	$95
EXTRACTABLE LEACHATE PROCEDURES	**METHOD**	**UNIT RATE**
TCLP (Volatile) ZHE Extraction	EPA 1311	$60
TCLP (Semi/Non-Volatile) Bottle Extraction	EPA 1311	$50
STLC (WET) (Semi/Non-Volatile) Bottle Extraction	CAC Title 22	$50
Soxhlet Extraction	EPA 3540C/3541	$90
FIELD SAMPLING SUPPLIES FOR 5035 PREP	**UNIT**	**UNIT RATE**
5035 Sampling Kits (methanol & sodium bisulfate) incl. T-handle	3 Vials	$15
5035 Sampling Kits (methanol & sodium bisulfate) incl. T-handle	5 Vials	$25
T-handle (disposable)	each	$5

Field sampling devices, such as Terra Cores, are not included in the unit rates.

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2026 Fee Schedule

CLEANUPS		
ANALYSIS	**METHOD**	**UNIT RATE**
Alumina Cleanup for Tissue	EPA 3610B	$40
Silica Gel Cleanup (2 gram column)	EPA 3630C (M)	$25
Silica Gel Cleanup (10 gram column with reverse surrogate)	EPA 3630C (M)	$55
Silica Gel Cleanup (0.5 gram extract shake-out)	EPA 3630C (M)	$15
Sulfur Cleanup	EPA 3660B	$40
METALS (Soil & Aqueous)		
SAMPLE PREPARATION	**METHOD**	**UNIT RATE**
Total Digestion	EPA 3005A/3010A/3020A or 3050B/3051A	$15
Sample Filtration for Dissolved Metals (Within 24 hrs)	EPA 3005A	$15
Reductive Precipitation Procedure	SOP M225	$110
STLC (WET) (Semi/Non-Volatile) Bottle Extraction	CAC Title 22	$50
TCLP (Semi/Non-Volatile) Bottle Extraction	EPA 1311	$50
ICP ANALYSIS (INCLUDES DIGESTION)	**METHOD**	**UNIT RATE**
1 Metal	EPA 6010B/D or 200.7	$22
2-3 Metals	EPA 6010B/D or 200.7	$32
4-7 Metals	EPA 6010B/D or 200.7	$53
8-12 Metals	EPA 6010B/D or 200.7	$64
13-18 Metals	EPA 6010B/D or 200.7	$90
19+ Metals	EPA 6010B/D or 200.7	$95
ICP/MS ANALYSIS (INCLUDES DIGESTION)	**METHOD**	**UNIT RATE**
1 Metal	EPA 6020/B or 200.8	$29
2-3 Metals	EPA 6020/B or 200.8	$42
4-7 Metals	EPA 6020/B or 200.8	$58
8-12 Metals	EPA 6020/B or 200.8	$79
13-18 Metals	EPA 6020/B or 200.8	$100
19+ Metals	EPA 6020/B or 200.8	$115
MERCURY ANALYSIS	**METHOD**	**UNIT RATE**
Mercury by Cold Vapor AA / ICP/MS (includes digestion)	EPA 7470A/7471B/6020B/245.1	$30
Mercury by ICP/MS (add-on to 6020B metals)	EPA 6020B	$20
LOW-LEVEL ICP/MS ANALYSIS (INCLUDES DIGESTION)	**METHOD**	**UNIT RATE**
1 Metal	EPA 6020/B LL or 200.8 LL	$40
2-3 Metals	EPA 6020/B LL or 200.8 LL	$60
4-7 Metals	EPA 6020/B LL or 200.8 LL	$75
8-12 Metals	EPA 6020/B LL or 200.8 LL	$95
13-18 Metals	EPA 6020/B LL or 200.8 LL	$105
19+ Metals	EPA 6020/B LL or 200.8 LL	$130

Parameters shown in Bold have short Hold Times.

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2026 Fee Schedule

WET CHEMISTRY (Soil & Aqueous)		
ANALYSIS	**METHOD**	**UNIT RATE**
Acidity *	SM 2310 B	$24
Anions by IC (F, Cl, Br, SO4, **NO2, NO3, o-PO4**)		
.....Any single anion	EPA 300.0 or 9056/A	$25
.....Any two anions	EPA 300.0 or 9056/A	$45
.....Any three anions	EPA 300.0 or 9056/A	$65
.....Any four anions	EPA 300.0 or 9056/A	$80
Alkalinity, Total *	SM 2320 B	$24
Alkalinity, Speciated (bicarbonate, carbonate, hydroxide) *	SM 2320 B	$30
Benzotriazole & Tolyltriazole (24 hour Hold Time) *	HACH 8079	$150
Biochemical Oxygen Demand (BOD), 5 day (48 hour Hold Time) *	SM 5210 B	$55
Carbon Dioxide – Headspace analysis *	RSK 175(M)	$70
Carbon Dioxide *	SM 4500-CO2 D	$48
Chemical Oxygen Demand (COD, spectrophotometric) *	EPA 410.4	$32
Chloride *	SM 4500-Cl C	$32
Chlorine, Total Residual (15 minute Hold Time) *	SM 4500-Cl F	$29
Chromium III (24 hour Hold Time, calculated from Total & Hexavalent)	Various	by quote
Chromium VI (24 hour Hold Time) *	EPA 218.6	$90
Chromium VI (Field Preserved) **	EPA 218.6	$90
Ammonium Hydroxide/Ammonium Sulfate pH Buffer Solution for 218.6		$15
Chromium VI Low-Level (24 hour Hold Time) *	EPA 218.6 LL	$110
Chromium VI (24 hour Hold Time for water)	EPA 7196A	$65
Chromium VI (soil/solid samples with Alkaline Digestion)	EPA 7196A/3060A	$110
Chromium VI (24 hour Hold Time for water)	EPA 7199	$90
Chromium VI (soil/solid samples with Alkaline Digestion)	EPA 7199/3060A	$135
Color (48 hour Hold Time) *	SM 2120 B	$24
Cyanide, Total *	Kelada-01	$45
Cyanide, Total *	SM 4500-CN E	$53
Cyanide, Total (Soil/Solid)	EPA 9014	$47
Cyanide, Reactive	EPA 9010C/9014	$120
Cyanide, Amenable (includes total & Non-Amenable for calc.) *	SM 4500-CN G/E	$110
Disinfection By-Products - single compound (Bromide, Bromate, Chlorate, or Chlorite) *	EPA 300.1	$47
Disinfection By-Products - 2-4 compounds *	EPA 300.1	$74
Dissolved Organic Carbon (Lab filtered, required within 48 hours) *	SM 5310 D	$53
Dissolved Organic Carbon (Field filtered) *	SM 5310 D	$47
Hardness, Total (by titration, non-routine) *	SM 2340 C	$47
Hardness, Total (calculated from Ca & Mg) *	SM 2340 B	$42
Ignitability (Solids or Liquids)	EPA 1010A	$70
Iron, Ferrous (15 minute Hold Time) *	SM 3500-Fe B	$53
Iron, Ferric (15 minute Hold Time, calculated from Total & Ferrous Iron) *	SM 3500-Fe B	$90
Mercaptans*	LACSD 258	$125
Percent Moisture Content	SM 2540 G or ASTM D2216	$20

* Testing can only be performed on water matrix.

** Samples must be filtered and preserved in the field to a pH of 9.3-9.7. Testing can only be performed on water matrix.

Parameters shown in Bold have short Hold Times.

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2026 Fee Schedule

WET CHEMISTRY (Soil & Aqueous)		
ANALYSIS	**METHOD**	**UNIT RATE**
Nitrogen		
Ammonia (Segmented Flow Analyzer (SFA) *	EPA 350.1	$53
Ammonia (Titration with distillation)	SM 4500-NH3 B/C	$58
Ammonia, Unionized (must include Total Ammonia, Field pH & temp)	SM 8010 F & SM 4500-NH3 B/C	$63
Ammonia (Ion Selective Electrode (ISE) no distillation)*	SM 4500-NH3 D	$42
Ammonia (Ion Selective Electrode (ISE) with distillation) Solids	SM 4500-NH3 B/D	$53
Nitrate & Nitrite (preserved)	SM 4500-NO3 E	$63
Total Kjeldahl (SFA)	EPA 351.2(M)	$63
Total Organic (TKN & NH3)	EPA 351.2 & SM 4500-NH3 B/C	$126
Total Nitrogen (TKN & NO2/NO3)	EPA 351.2 & SM 4500-NO3 E	$131
Total Inorganic (NH3 & NO2/NO3)	SM 4500-NO3 E & 4500-NH3 B/C	$126
Oil and Grease; Hexane Extractable Material (HEM)*	EPA 1664A/B	$53
Oil and Grease; HEM + Silica Gel Treated (SGT)*	EPA 1664A/B	$68
Oil and Grease (Soil); Hexane Extractable Material (HEM)	EPA 9071B	$90
Oil and Grease (Soil); HEM + Silica Gel Treated (SGT)	EPA 9071B	$105
Oxidation Reduction Potential - Redox (24 hour Hold Time) *	ASTM D1498	$42
Oxygen, Dissolved (15 minute Hold Time) *	SM 4500-O G	$32
Paint Filter Liquids Test	EPA 9095B	$32
pCBSA *	EPA 314.0 (M)	$130
Perchlorate, Soil	EPA 314.0 (M)	$95
Perchlorate, Water	EPA 314.0	$68
Perchlorate, Low-level Water	EPA 314.0 LL	$100
Perchlorate, Water * (sampling kit not included)	EPA 331.0(M)	$190
Perchlorate, Soil or Water (sampling kit not included)	EPA 6850	$215
pH (Hold Time: Midnight, day of receipt) *	EPA 9040B/C	$18
pH (Hold Time: 15 minutes) *	SM 4500-H+ B	$18
pH (Solids, Hold Time: Midnight, day of receipt)	EPA 9045C/D	$20
Phenolics, Total *	EPA 420.1	$58
Phosphate, Ortho (48 hour Hold Time) *	SM 4500-P B/E	$53
Phosphate, Ortho (SFA) (water, 48 hour Hold Time) *	EPA 365.1 (M)	$53
Phosphonates (24 hour Hold Time)*	HACH 8007	$150
Phosphorus, Total	SM 4500-P B/E	$47
Phosphorus, Total (SFA) *	EPA 365.1 (M)	$47
Potassium Permanganate (24 hour Hold Time) *	SM 4500-$KMnO_4$ B	$105
Salinity *	SM 2520 B	$50
Sediment Concentration in Water *	ASTM D3977-97	$105
Solids (Residues)		
Total Dissolved	SM 2540 C	$24
Total Suspended *	SM 2540 D	$24
Total *	SM 2540 B	$24
Total Volatile *	SM 2540 E	$53
Total Volatile Suspended *	SM 2540 E	$53
Settleable (48 hour Hold Time) *	SM 2540 F	$24
Volatile Dissolved *	SM 2540 E	$53

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2026 Fee Schedule

WET CHEMISTRY (Soil & Aqueous)

ANALYSIS	METHOD	UNIT RATE
Specific Conductance	SM 2510 B	$24
Specific Gravity, Density *	SM 2710 F	$63
Sulfide, Total	SM 4500-S2 D or EPA 376.2	$37
Sulfide, Dissolved (15 minute Hold Time) *	SM 4500-S2 B/D	$42
Sulfide, Reactive	EPA 9034	$120
Sulfide, Unionized (must incl. Diss. Sulfide, Conductance, Field pH, temp)	SM 4500-S2 H & 4500-S2 D	$95
Surfactants (MBAS) (water, 48 hour Hold Time) *	SM 5540 C	$53
Thiosulfates (48 hour Hold Time) *	LACSD 253A	$125
Total Inorganic Carbon in Water/Liquids *	SM 5310 ~~B~~ D (M)	$53
Total Organic Carbon in Water/Liquids *	SM 5310 C/D	$48
Total Organic Carbon in Soil/Solids (duplicate run)	EPA 9060A	$60
Turbidity (48 hour Hold Time) *	SM 2130 B or EPA 180.1	$24

* Testing can only be performed on water matrix.

Parameters shown in Bold have short Hold Times.

INCREMENTAL SAMPLING

Semi-volatile/non-volatile (Dry analysis)	ISM, Hawaii HEER TGM	$150
Semi-volatile/non-volatile (Processed as received)	ISM, Hawaii HEER TGM	$150
Volatile Organics (8260B) or TPH Gas	ISM, Hawaii HEER TGM	By quote
Organochlorine Pesticide prep, 10 gram sample	EPA 8321B	$65
Metals Digestion, 10 gram sample (HEER Guidelines)	EPA 3050B, Hawaii HEER TGM	$65
Mercury Digestion, 5 gram sample (HEER Guidelines)	EPA 7471A/B, Hawaii HEER TGM	$65
Methanol kit for 8260 or GRO	EPA 5035A	By quote

The standard turn-around time for analysis from ISM is 10-15 working days but may vary depending upon the methods required and length of time required for sample to dry.

OTHER FEES

Safe Environmentally Responsible Waste Management (SERWM) fee, per sample	$5
Disposal of Foreign Soils - per soil container	$5
DI Water Leach for Wet Chem analysis of Soil Samples	$15
Sample Filtration	$15
Sample Compositing (water/soil), per discrete sample*	$10
Sample Homogenization (per sample)	$15
Percent Moisture for Dry Weight Correction only (no certification)	$18
Concrete Crushing (per sample; must be <1.5" diameter pieces)	$60
Basic Soil Sieving	$75
Soil Sieving - #100 Sieve	$150
Wipe Sample Kit (per method)	$10
Nanopure DI Water (1 Liter, limit 5)	$15
Perchlorate Sampling Kit for 6850 or 331.0	$15

* Fee may be increased for difficult samples, e.g. marine sediments or soils tightly compacted into sampling sleeves.

Rate for flow weighted compositing is project specific and pre-approval is required.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

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2026 Fee Schedule

AIR/VAPOR		
ANALYSIS	**METHOD**	**UNIT RATE**
Volatile Organics by GC/MS Full Scan (Summa Canister)		
Full TO-15 List (Standard Target List)	EPA TO-15	$150
Full TO-15 List + Fuel Oxygenates	EPA TO-15	$170
Full TO-15 List + Oxygenates + Naphthalene	EPA TO-15	$175
BTEX and/or MTBE Only	EPA TO-15	$80
BTEX and Fuel Oxygenates	EPA TO-15	$105
BTEX, Fuel Oxygenates + Naphthalene	EPA TO-15	$135
Naphthalene	EPA TO-15	$105
TO-15 Extended Target List	EPA TO-15	$220
Add Tentatively Identified Compounds (Top 10 Peaks)	EPA TO-15	$55
Full TO-14A Target List	TO-14A	$170
BTEX or MTBE Only	TO-14A	$85
Add Tentatively Identified Compounds	TO-14A	$60
Volatile Organics by GC/MS Full Scan (Tedlar Bag, 3 day hold time)		
Full TO-15 List (Standard Target List)	EPA TO-15(M)	$165
Full TO-15 List + Fuel Oxygenates	EPA TO-15(M)	$185
Full TO-15 List + Oxygenates + Naphthalene	EPA TO-15(M)	$190
BTEX and/or MTBE Only	EPA TO-15(M)	$90
BTEX and Fuel Oxygenates	EPA TO-15(M)	$115
BTEX, Fuel Oxygenates + Naphthalene	EPA TO-15(M)	$150
Naphthalene	EPA TO-15(M)	$115
TO-15 Extended Target List	EPA TO-15(M)	$235
Add Tentatively Identified Compounds (Top 10 Peaks)	EPA TO-15(M)	$60
Full TO-14A Target List	TO-14A(M)	$185
BTEX or MTBE Only	TO-14A(M)	$100
Add Tentatively Identified Compounds	TO-14A(M)	$70
Analysis by GC (Summa Canister)		
TPH as Gasoline	EPA TO-3(M)	$55
Gasoline Range Organics C_6-C_{12}	EPA TO-3(M)	$60
VOCs >/= C_3 as Hexane (SCAQMD permit compliance)	EPA TO-3(M)	$55
C_1 – C_6 Hydrocarbon Speciation by GC/FID	EPA TO-3(M)	$75
Fixed Gases (CO, CH_4 N_2, O_2, CO_2)	ASTM D1946	$80
Fixed Gases (single compound)	ASTM D1946	$55
Methane	ASTM D1946	$60
Helium and/or Hydrogen	ASTM D1946 (M)	$60
TGNMO and CH_4	SCAQMD 25.1(M)	$105
TGNMO, CH_4 and fixed gases	SCAQMD 25.1(M)	$125
Non-condensables analysis for fixed gases	SCAQMD 25.1(M)	$100
Analysis by GC (Tedlar Bag, 3 day hold time)		
TPH as Gasoline	EPA TO-3(M)	$65
Gasoline Range Organics C_6-C_{12}	EPA TO-3(M)	$70
VOCs >/= C_3 as Hexane	EPA TO-3(M)	$65
C_1 – C_6 Hydrocarbon Speciation by GC/FID	EPA TO-3(M)	$85
Fixed Gases (CO, CH_4 N_2, O_2)	ASTM D1946	$95
Fixed Gases (single compound)	ASTM D1946	$60
Methane	ASTM D1946	$65
Helium and/or Hydrogen	ASTM D1946 (M)	$65

* Requires individually certified Summa™ canisters and flow controllers.

Field sampling equipment fees are not included in the unit rates.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

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2026 Fee Schedule

AIR/VAPOR		
ANALYSIS	**METHOD**	**UNIT RATE**
Analysis by GC (Tedlar Bag, 3 day hold time)		
Hydrogen Sulfide (24 hour HT) 4 sample minimum	EPA 16 GC/FPD	$110
TGNMO and CH_4	SCAQMD 25.1(M)	$120
TGNMO, CH_4 and fixed gases	SCAQMD 25.1(M)	$140
Non-condensables analysis for fixed gases	SCAQMD 25.1(M)	$115
Analysis from High Volume PUF Cartridges		
Polynuclear Aromatic Hydrocarbons	EPA TO-13A SIM	$165
Particulates & Lead		
SCAQMD Rule 1420 Lead Analysis, high-vol. sampling	40 CFR, Part 50, App. G	$55
PM 10 Particulate, high-vol. sampling	40 CFR, Part 50, App. J	$45
TSP Particulate, high-vol. sampling	40 CFR, Part 50, App. J	$45

Field sampling equipment fees are not included in the unit rates.

AIR/VAPOR SAMPLING EQUIPMENT & FEES	
Air Sampling Rental Fees (maximum 2 week rental period)**	
One Liter canister (batch certified)	$35
Six Liter canister (batch certified)	$40
One liter canister (individually certified)	$65
Six liter canister (individually certified)	$70
Flow controller (8-24 hr sampling, certified)	$30
Soil Gas Flow Controller (certified)	$20
Soil Gas Manifold (certified)	$25
Duplicate Sampling "T" (batch certified)	$20
Duplicate Sampling "T" (individually certified)	$25
Sampling Snorkel (batch certified)	$28
Air Sampling Supplies (purchase)	
Teflon Tubing (per foot)	$12
Quartz filters (each)	$45
PUF Cartridge (high volume)*	$65
Air Sampling bags, such as Tedlar, per 1 L bag	$20
Brass Fittings (nut & Ferrule set, each)	$5

**For equipment not returned to the lab, a fee of $100 per setup will be applied after 2 weeks. If equipment is not returned after 45 days, client will be invoiced for the purchase price of the media (unless special arrangements have been made in advance with your project manager). Supplies that are returned to Eurofins Calscience unused will be invoiced at the full rental rate.

Field sampling equipment fees are not included in the unit rates.

Advance payment or a deposit will be necessary for canister or flow controller rental. Waivers of advance payment and deposit requirements are subject to credit approval.

Eurofins Calscience provides air sampling bags as a service to our clients. Eurofins Calscience does not manufacture air sampling bags; we purchase them from our vendors. Eurofins Calscience will not be responsible for leaky or otherwise substandard performance of the air sampling bags supplied.

Billing for Sampling Equipment: Unused sample containers cannot be returned to Eurofins Calscience for reuse due to possible contamination issues. Once sampling equipment leaves the custody of Eurofins Calscience it is considered to have been used. Clients will be billed for all canisters, bags, or other sampling devices that have been provided unless otherwise agreed upon. Canisters and flow controllers not returned within two weeks are subject to additional rental charges.

*If the glass housing for the PUF Cartridge is returned broken or is lost a fee of $100 will be charged.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

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2026 Fee Schedule

MARINE CHEMISTRY

Elutriate Preparation

	UNIT RATE
SET Set-up Charge	by quote
MET, EET, or DRET Set-up Charge	by quote
SET, per sample	by quote
MET, EET, or DRET, per sample	by quote

Seawater & Elutriates

ANALYSIS	METHOD	UNIT RATE
Organochlorine Pesticides	EPA 8081A/B LL	$145
Organochlorine Pesticides by GC/MS SIM	EPA 8270C/D/E (M) SIM	$175
PCBs (Aroclors)	EPA 8082/A	$95
Polychlorinated terphenyl (PCT's Aroclors: 5432, 5442, 5460)	EPA 8082/A	$150
PCB Congeners (List of 41 Congeners) by GC/MS SIM	EPA 8270C/D/E (M) SIM	$350
PCB Congeners – Extended List by GC/MS SIM	EPA 8270C/D/E (M) SIM	$395
Phenols Low-level by GC/MS SIM	EPA 8270C/D/E (M) SIM	$175
Phthalates Low-level by GC/MS/SIM	EPA 8270C/D/E (M) SIM	$185
Polynuclear Aromatic Hydrocarbons by GC/MS SIM	EPA 8270C/D/E (M) SIM	$185
Semivolatle Organics - Extended SIM List (BN&As)	EPA 8270C/D/E (M) SIM	$295
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	$275
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	$310
Organotins – Tributyltin only	Krone et al. (GC/MS)	$180
Oxygen, Dissolved	SM 4500-O G	$40
Suspended Sediment	ASTM 3977-97	$150
Total Suspended Solids	SM 2540 D	$35
Sea Water Metals Scan with Reductive Precipitation Preparation: As, Cd, Co, Cr, Cu, Pb, Mn, Ni, Ag, Tl, Zn	SOP M225/EPA 200.8	$250

METALS IN SEAWATER/ELUTRIATES	METHOD	UNIT RATE
with Reductive Precipitation Prep: (As,Cd,Co,Cr,Cu,Pb,Mn,Ni,Ag,Tl,Zn only):		
1-3 Metals	SOP M225/EPA 200.8	$160
4-7 Metals	SOP M225/EPA 200.8	$200
8-11 Metals	SOP M225/EPA 200.8	$250
THB Reductive Precipitation Procedure	SOP M225	$110
Sea Water Metals with standard prep:		
1-3 Metals	EPA 6020/B or 200.8	$160
4-7 Metals	EPA 6020/B or 200.8	$200
8-12 Metals	EPA 6020/B or 200.8	$250
Mercury	EPA 7470A/245.1	$35

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

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2026 Fee Schedule

MARINE CHEMISTRY		
Sediment		
ANALYSIS	**METHOD**	**UNIT RATE**
Safe Environmentally Responsible Waste Management (SERWM) fee, per sample (Sediment)		$10
Sediment Homogenization (per sample)		$15
Moisture Content	ASTM D2216/SM 2540G	$15
Soxhlet Extraction (includes cleanups)	EPA 3540C/3541	$90
Organochlorine Pesticides (requires soxhlet extraction)	EPA 8081A/B LL	$155
Organochlorine Pesticides by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$250
Toxaphene & Chlordane Only (requires soxhlet extraction)	EPA 8081A/B LL	$100
Polychlorinated Biphenyls (PCBs - Aroclors) (requires soxhlet extraction)	EPA 8082/A	$95
Polychlorinated Terphenyls (PCTs - Aroclors: 5432, 5442, 5460 - requires soxhlet extraction)	EPA 8082/A	$115
PCB Congeners (Eurofins Calscience list of 41 Congeners) by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$340
PCB Congeners – Extended Target List by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$390
Phenols Low-level by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$165
Phthalates Low-level by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$165
Polynuclear Aromatic Hydrocarbons by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$175
Semivolatle Organics - Phenols, Phthalates, PAH SIM List (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$240
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	$295
Semivolatle Organics - Extended SIM List (BN&As) (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$300
Bisphenol A (GC/MS SIM)	EPA 8270C/D/E (M) SIM	$175
Total Petroleum Hydrocarbons (TPH)-Gasoline	EPA 8015B/C/D (M)/GRO	$45
TPH-Diesel	EPA 8015B/C/D (M)/DRO	$55
TPH with Carbon Chain Breakdown (C6-C44)	EPA 8015B/C/D (M)/DRO	$85
Oil & Grease	EPA 9071 B	$100
Volatile Organic Compounds (VOCs) plus Fuel Oxygenates	EPA 8260B/C/D	$100
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	$290
Organotins – Tributyltin only	Krone et al. (GC/MS)	$175
Total Organic Carbon (TOC)	EPA 9060A	$110
Ammonia, Total	SM 4500-NH3 B/C (M)	$58
Chromium VI (includes alkaline digestion)	EPA 7196A/3060A	$110
Chromium VI – Low Level (includes alkaline digestion)	EPA 7199/3060A	$135
Particle Size Analysis (Laser)	ASTM D4464 (M)	$90
Sulfide, Total	EPA 376.2	$37
Sulfide, Dissolved (24 hour Hold Time)	SM 4500-S2 D (M)	$45
METALS IN SEDIMENT	**METHOD**	**UNIT RATE**
1-3 Metals	EPA 6020/B or 6010B/D	$75
4-7 Metals	EPA 6020/B or 6010B/D	$120
8-12 Metals	EPA 6020/B or 6010B/D	$155
Mercury	EPA 7471A/B	$35

Samples are subject to additional fees for homogenization, compositing, and/or GPC or other clean-up.

The standard turn-around time (TAT) for marine sediments is 15-20 working days but may vary depending upon the methods required.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

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2026 Fee Schedule

MARINE CHEMISTRY		
Tissue		
ANALYSIS	**METHOD**	**UNIT RATE**
Safe Environmentally Responsible Waste Management (SERWM) fee, per sample (Tissue)		$10
Soxhlet Extraction (includes cleanups)	EPA 3540C/3541	$90
Organochlorine Pesticides (requires soxhlet extraction)	EPA 8081A/B LL	$185
Organochlorine Pesticides by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$250
PCBs (Aroclors) (requires soxhlet extraction)	EPA 8082/A	$110
PCB Congeners (Eurofins list of 41 Congeners) by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$375
PCB Congeners – Extended List by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$395
Polynuclear Aromatic Hydrocarbons by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$195
Semivolatle Organics - Phenols, Phthalates, PAH SIM List (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	$255
Semivolatle Organics - Extended SIM List (BN&As)	EPA 8270C/D/E (M) SIM	$315
Pyrethroids by GC/TQ (requires soxhlet extraction)	EPA 8270D (M) TQ	$325
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	$395
Tributyltin	Krone et al. (GC/MS)	$200
Lipids **	SOP M489	$55
METALS IN TISSUE	**METHOD**	**UNIT RATE**
1-3 Metals	EPA 6020/B or 6010B/D	$80
4-7 Metals	EPA 6020/B or 6010B/D	$130
8-12 Metals	EPA 6020/B or 6010B/D	$175
Mercury	EPA 7471A/B	$40
Preperations & Clean-ups		
Silica Gel Cleanup (2 gram column)	EPA 3630C (M)	$35
Sulfur Cleanup	EPA 3660B	$35
Bivalve Shucking		By quote
Fish fileting (skin on or off)		$75
Sample Compositing		$15
Sample Homogenization (clams, worms, or whole fish)		$35
Pore Water Preparation	Centrifugation	By quote

Samples are subject to additional fees for tissue preparation (e.g. shucking, dissections), homogenization, compositing, and/or GPC or other cleanup. Adequate sample volume must be received; please consults with our Project Manager prior to sampling. The standard turn-around time for tissue analysis is 15-25 working days depending upon the methods required.

** Unit rate assumes that Lipids is analyzed along with organics; stand alone rate will include additional Soxhlet extraction fee

Client specified Duplicates and MS/MSD's will be charged as a separate analytical run. SRM's, if requested, will be charged as a separate analytical cost in addition to the actual cost of purchasing the SRM. Please provide at least 6 weeks' notice to your Project Manager prior to sample arrival in order for the lab to purchase the SRM; availability cannot be guaranteed. Fees For Certified Reference Material (CRM) or Standard Material (SRM) include the cost of the material plus analytical fee, as listed herein.

Please be aware that detection limits may change over time. Please request updated detection limits prior to sample submission.
In the event that Eurofins discontinues an analytical method, we will attempt to locate a subcontract lab with the specified certifications and a comparable rate. However the listed rate and turnaround time cannot be guaranteed.

One dilution is included in Volatile Organic Compound analysis runs; Each subsequent dilution will be charged at 50% the analytical cost.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the

Docusign Envelope ID: D96D187F-2276-841C-82BD-07982693EE4C

Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.