

**SCOPE OF SERVICES FOR ENGEO INCORPORATED SERVING AS THE
HAYWARD GHAD MANAGER
(August 2016)**

I. GENERAL.

A geologic hazard abatement district (“GHAD”) is an independent, state-level public agency that oversees geologic hazard prevention, mitigation, abatement, and control. A “geologic hazard” is broadly defined as an actual or threatened landslide, land subsidence, soil erosion, earthquake, fault movement or any other natural or unnatural movement of land or earth.

On November 17, 2015, the City Council of the City of Hayward adopted Resolution No. 15-224 declaring its intent to be subject to the laws governing geologic hazard abatement districts (“GHAD Law”). Consistent with GHAD Law, on March 1, 2016, the City Council adopted Resolution No. 16-030 approving the formation of the Hayward Geologic Hazard Abatement District (“Hayward GHAD”), appointing itself to serve as the GHAD Board of Directors and stating that the GHAD will be responsible for hiring its own staff. On May 17, 2016, the GHAD Board adopted Resolution No. 16-01 appointing the Chairperson, Clerk/Legal Counsel, Treasurer and Manager for the Hayward GHAD.

As stated in GHAD Law, a geologic hazard abatement district is a political subdivision of the state; it is not an agency or instrumentality of a local agency. As such, the Hayward GHAD is an independent district separate and distinct from the City of Hayward. Consistent with Resolution No. 16-030 and GHAD Law, this scope of services is prepared for the GHAD Manager.

II. GHAD MANAGER ROLE.

The GHAD Manager will be responsible for the day-to-day management of the Hayward Geologic Hazard Abatement District (“GHAD” or “District”) in accordance with applicable State and Federal statutes, the GHAD Plan of Control, and policies and guidelines adopted by the Hayward GHAD Board of Directors (“GHAD Board”). The GHAD Manager will attend GHAD Board meetings as necessary to conduct District business.

The GHAD may retain other technical consultants, contractors, and/or other vendors as may be required to evaluate, review, design, construct or maintain GHAD facilities and improvements in accordance with the GHAD Plan of Control and GHAD Board approved budget. The GHAD Manager shall secure these services on behalf of the District in accordance with the GHAD’s procedures for awarding of contracts for GHAD repair, maintenance, and improvement projects and for professional and support services.

The GHAD Manager will consult with the GHAD Clerk, GHAD Treasurer, and GHAD Legal Counsel as required. All items to be submitted to the GHAD Board for information and/or action shall be submitted through the GHAD Clerk.

On or about the time the GHAD acquires monitoring and maintenance responsibilities as described in the transfer section of the adopted Plan of Control, the GHAD Manager shall develop and maintain a computerized accounting and bookkeeping system sufficient to allow District costs and expenditures to be applied to individual projects and/or programs. The GHAD Manager shall reconcile the accounting and bookkeeping records maintained by the GHAD Manager to those maintained by the GHAD Treasurer.

Manager shall provide the following to the Board of Directors:

1. In accordance with the schedule established by the County Tax Collector, Manager shall prepare (or cause to be prepared) an annual update to the GHAD assessment roll.
2. The GHAD Manager will assist in preparation of yearly updates (either by written communication or at a GHAD Board meeting) explaining the operations of the GHAD including but not limited to (a) the tasks that have been undertaken by GHAD staff in accordance with the Plan of Control, (b) the number of units in the GHAD, (c) the current assessment amount being levied, and (d) the balance in the GHAD account.
3. On or about the time the GHAD acquires monitoring and maintenance responsibilities as described in the transfer section of the adopted Plan of Control, and prior to April 30 of every subsequent year, GHAD Manager shall develop and forward a proposed budget to the GHAD Board for their consideration detailing how the District budget funds are to be expended during the next fiscal year.
4. On or about the time the GHAD acquires monitoring and maintenance responsibilities as described in the transfer section of the adopted Plan of Control, Manager shall develop and submit Quarterly Year-To-Date Expense Reports comparing actual expenditures to the approved budgets.
5. On or about the time the GHAD acquires monitoring and maintenance responsibilities as described in the transfer section of the adopted Plan of Control, Manager shall maintain an Annual Work Program and Monthly Incident Log. The Annual Work Program is to include major repair projects, significant incidents, and special projects. The Monthly Incident Log will identify active incidents under review and/or construction by the District and/or District's consultants, as well as all active GHAD construction projects. The incident log will indicate the status of active projects and identify the individual to be contacted with questions on any particular incident and/or project.

Manager shall fully cooperate with consultants (or others) retained by the Board of Directors to perform Management Audits called for or authorized by the Board of Directors.

Except in the case of an emergency and in accordance with the GHAD's policies on contracting for professional services, Manager is prohibited from performing work on GHAD Major Repair projects or improvements with an estimated value in excess of the approved budget.

Manager shall perform routine geotechnical analyses and slope stability studies for maintenance and long-term preventive programs, as needed.

As necessary, Manager shall update and make amendments to the Plan of Control, subject to GHAD Board approval.

Hourly rates for the GHAD Manager services are provided on the attached fee schedule and are subject to periodic adjustment. The developer/property owner shall be responsible for paying all fees and costs up and until an application from the developer or property owner for transfer of GHAD Improvements (as defined in the Plan of Control) is filed with the GHAD Manager. Thereafter, the GHAD shall be responsible for payment of the GHAD Manager services.



GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

**PREFERRED CLIENT FEE SCHEDULE
PROFESSIONAL SERVICES**

Effective April 2016

President.....	\$305.00 per hour
Principal Engineer/Geologist.....	\$250.00 per hour
Associate Engineer/Geologist.....	\$225.00 per hour
Senior Engineer/Geologist.....	\$200.00 per hour
Project Engineer/Geologist/Manager.....	\$180.00 per hour
Environmental Scientist.....	\$175.00 per hour
Staff Engineer/Geologist.....	\$160.00 per hour
Assistant Engineer.....	\$135.00 per hour
Construction Services Manager.....	\$158.00 per hour
Senior Field Representative II.....	\$143.00 per hour**/**
Senior Field Representative I.....	\$128.00 per hour**/**
Field Representative.....	\$118.00 per hour**/**
Environmental Technician.....	\$125.00 per hour**/**
Senior Laboratory Technician.....	\$145.00 per hour
Laboratory Technician.....	\$130.00 per hour
CAD/GIS Specialist.....	\$128.00 per hour
Network Administrator.....	\$195.00 per hour
Project Assistant.....	\$113.00 per hour

* Two-hour minimum portal to portal. Travel time, pick-up and delivery will be billed based on normal hourly rates, portal to portal.

* **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.

** For Prevailing Wage projects, increase the hourly rate by \$15.

** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge).....\$2,000.00 half day, \$4,000.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

Description	Cost Per Unit (\$)	Unit
Air Content Meter	7.00	hour
Bailers (Disposable)	8.00	each
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	20.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	20.00	hour
Generator	15.00	hour
GIS Website Portal Maintenance	100.00	month
GPS Hand Held (Garmin)	5.00	hour
GPS Survey Grade (Trimble)	90.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	15.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	8.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
R Meter (Pachometer)	15.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Skidmore Wilhelm Bolt Tension Calib.	10.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	12.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	25.00	hour
Vapor Emission Test Kit	25.00	kit
Vector Conversion	60.00	conversion
Vehicle, mileage, nuclear gauge, misc. equipment, wireless communication	22.00	hour
Vehicle, mileage, misc. equipment, wireless communication	13.00	hour
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
Trailer	15.00	hour
AutoCAD, Terramodel, GIS, Drone	20.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute